

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

DECEMBER 8, 2015

PRESENT:

Marsha Berkbigler, Chair
Kitty Jung, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner
Bob Lucey, Commissioner

Jan Galassini, Chief Deputy County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:02 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Chief Deputy Clerk called the roll and the Board conducted the following business:

15-1005 **AGENDA ITEM 3** Presentation-Glenn Duncan Elementary School Choir.

Students from the Glenn Duncan Elementary School Choir sang a holiday song to the Board and the audience.

15-1006 **AGENDA ITEM 4** Public Comment.

Pete Todoroff spoke about his concerns regarding the water quality improvements planned for East Incline Village, which did not include a pedestrian and bicycle path. He stated County and Tahoe Regional Planning Agency's (TRPA) planning documents from 1996 included a separate pathway for pedestrians and bicycles. He noted the issue was brought before the Incline Village/Crystal Bay Community Advisory Board (CAB) and it was recommended to seek accommodations for a pathway into the design. He said the County indicated there were not funds available to include a pathway. He provided a handout, which was placed on file with the Clerk.

The following individuals spoke in opposition to Medical Marijuana Establishments (MMEs) in the County: Illona Mager, Gerard Mager, John Redfern, John J. Bax, David LaBarge, Julie Fontecchio, Jimmy Conway, Dennis Giangreco, Ken Reese, Joan Shubinski, Kathy Redfern, Debra Larson, Mary Jo Stein, Manuel Stein, Nancy Henderson, Lexi Cerretti, Gina Wiebe, Mary Alber, Ellen Daleke, David Fore, Carol Burns, and Maureen Toner. John Redfern, Lexi Cerretti, and Ellen Daleke provided handouts, which were placed on file with the Clerk.

The above individuals' concerns included: the proximity of MMEs to schools, bus stops and businesses that children frequent; safety due to MMEs cash business; the potential for medical marijuana to result in recreational use; the existing drug problems in the County; individuals were able obtain medical marijuana cards without proving medical necessity; and the stigma that pot smokers were lower caliber citizens.

Valerie Hand spoke about bear problems on the Mount Rose Corridor. She indicated that 95 percent of all bear encounters were due to inadequate trash containers and she hoped Waste Management (WM) could provide bear-proof containers to residents.

Dee Williams spoke about her concerns regarding a criminal matter and missing child abuse documents.

Ardena F. Perry spoke about her concerns regarding animal welfare. She stated she did not agree with Agenda Item 27, which was a proposed ordinance that would create provisions to regulate commercial animal establishments through an animal welfare permit. She provided a handout, which was placed on file with the Clerk.

Levi Hooper introduced himself as the voice of the downtrodden. He thanked Commissioner Herman for her generous donation and stated he obtained blankets and coats for many of the homeless people in the area. He noted there was a storm coming and he encouraged individuals to consider helping the homeless.

Garth Elliott spoke about uninformed hysteria, MMEs, alcohol and prescription drugs.

Meghan Di Rocco introduced herself as the founder of the Galena Bear Awareness Committee. She stated the committee focused on human and bear encounters related to trash. She said the goal was to create local awareness about trash issues and the potential harm it could bring to animals and humans if trash was not handled properly. She expressed her support of WM and wanted to see animal resistant cans become mandatory in bear prone areas.

Katherine Snedigar spoke regarding the effects of marijuana, gateway drugs and alcohol. She also voiced her concern regarding a cargo container regulation.

Connie McMullen introduced herself as the Vice Chairman of the Washoe County Senior Citizens Advisory Board (WCSCAB). She noted there was a presentation on the agenda about seniors and she was glad that seniors were becoming a priority.

Sam Dehne spoke about marijuana, tequila, the low-life factor, and the *Reno Gazette-Journal*.

Cathy Brandhorst spoke about matters of concern to herself.

Donna Clontz introduced herself as a member of the WCSCAB and the Chair of the City of Reno Senior Citizen Advisory Committee. She stated she was in support of Agenda Items 8 and 10 and wanted to thank the Board for making seniors a priority in the strategic plan. She said the steps taken to integrate services for seniors into a human services agency would enable the County to serve a larger number of seniors in the community. She noted WCSCAB members were pleased that Kevin Schiller, Assistant County Manager, was appointed Acting Director of the Senior Services Department.

Tena Montoya spoke in support of a MME located in Incline Village. She said she and a few individuals she knew needed medical marijuana for insomnia, anxiety and Multiple Sclerosis. She said the benefits had been life changing for her.

Joy Strotz spoke about the effects on individuals while they were under the influence of marijuana. She noted that young adults believed they could drive under the influence of marijuana because they did not feel impaired, even though they would not drive under the influence of alcohol. She stated a breathalyzer to determine intoxication by marijuana was in the process of being designed. She said she was not against medical marijuana for individuals with a medical necessity but she felt there were more individuals who were not legitimately in need of the drug.

11:48 a.m. The Board recessed.

11:58 a.m. The Board reconvened with all members present.

15-1007 **AGENDA ITEM 5** Announcements/Reports.

John Slaughter stated it was requested that Agenda Items 6H2 and 6K6 be removed from the Consent Agenda. He commented that Agenda Items 23 and 24 were scheduled for public hearing but the recommendation was to open the public hearings for public comment, but continue them to the December 15th meeting for action.

Commissioner Lucey stated the Fixing America's Surface Transportation (FAST) Act was passed unanimously at the House and the Senate, and was going to the President for approval. He stated the FAST Act was a five-year, multi-billion dollar bill, which meant Nevada would have funding for future roads and improvements. He mentioned that Southwest Airlines added three daily non-stop flights between Oakland and Reno.

Commissioner Jung stated that Medical Marijuana Establishment (MME) owners inquired what they could do for the communities in which they were located. She said it was suggested they provide body cameras for the Sheriff's Deputies and possibly donate data storage as well. She requested staff to follow up and bring an update back to the Board. She noted that Hillary Clinton, Presidential Candidate, toured the Crossroads

facility which received national recognition as a model program to assist the indigent population.

Commissioner Hartung said he had the pleasure of attending the national presentation for the Nevada Attorney General's Office of Military Legal Assistance (OMLA), which offered pro bono civil legal services to military families. He said he attended an event where Charter Communications presented the Children's Cabinet with a helpful donation. He asked staff when the updated changes for the new cargo container regulations would be brought back to the Board.

Commissioner Herman stated her district was lacking Community Advisory Boards (CABs) and mentioned it was important to the constituents to have them reinstated.

Chair Berkbigler requested a status update of the contract between the County and the City of Reno for dispatch and crime lab services to be presented at the last meeting in January. She said she toured the Jan Evans Center and she praised the work they did.

CONSENT ITEMS 6A THROUGH 6M

- 15-1008** **6A** Approve minutes for the Board of County Commissioners' regular meetings of October 27, 2015 and November 10, 2015.
- 15-1009** **6B** Approve roll change requests, pursuant to NRS 361.765 and/or NRS 361.768, for errors discovered for the 2013/2014, 2014/2015 and 2015/2016 secured and unsecured tax rolls and authorize Chairman to execute the changes described in Exhibit A and Exhibit B and direct the Washoe County Treasurer to correct the error(s). [cumulative amount of decrease \$142,903.86]. Assessor. (Parcels are in various Commission Districts.)
- 15-1010** **6C** Acknowledge Receipt of the Interim Financial Report for Washoe County Governmental Funds for the three months Ended September 30, 2015 - Unaudited. Comptroller. (All Commission Districts.)
- 15-1011** **6D** Approve payments [totaling \$13,840.31] to vendors for assistance of 50 victims of sexual assault and authorize Comptroller to process same. NRS 217.310 requires payment by the County of total initial medical care of victims, regardless of cost, and of follow-up treatment costs of up to \$1,000 for victims, victim's spouses and other eligible persons. District Attorney. (All Commission Districts.)
- 15-1012** **6E** Authorize the Director of Social Services to accept [\$28,837; \$9,612 match required] for the Federal Title IV-B Subpart 2 grant from the State of Nevada, Division of Child and Family Services to support caseworker

visits retroactive to October 1, 2015 through September 30, 2016; and direct the Comptroller's Office to make the appropriate budget adjustments. Social Services. (All Commission Districts.)

15-1013 **6F** Acknowledge a Specialty Court General Fund Allocation from the Judicial Council of the State of Nevada to the Sparks Justice Court [\$45,050 for FY16, no match required], paid in quarterly installments retroactive to November 1, 2015; and direct the Comptroller to make the appropriate budget adjustments. Sparks Justice Court. (Commission Districts 3, 4 & 5.)

15-1014 **6G** Approve the Travel/Training request for two (2) individuals from each of the three (3) primary Public Safety Answering Points (PSAPs) to attend a total of three (3) Public Safety Training Courses in an amount [not to exceed \$49,781.60 total for Fiscal Year 2015-2016]. Total expenditures, to be funded within the adopted operating budgets of the E911 Fund. Technology Services/911 Emergency Response Advisory Committee. (All Commission Districts.)

15-1015 **6H1** Adopt the following Resolutions Accepting Real Property for Use as a Public Street (a portion of seven Official Plats as listed below totaling 816,694 square feet), for use as public street rights-of-way; and if approved, direct the Clerk's Office to record the Resolutions: (1) A portion of Official Plat of Pebble Creek - Unit 6A, Subdivision Tract Map 5086, Spanish Sand Court, a portion of Spanish Sand Drive, a portion of Topaz Creek Drive, and a portion of Mystic Sands Drive, APN 538-204-07, approximately 103,030 square feet; (2) A portion of Pebble Creek - Unit 6B, Subdivision Tract Map 5114, Mystic Mountain Court, a portion of Mystic Mountain Drive, a portion of Mystic Sands Drive, and a portion of Topaz Creek Drive, APN 538-213-18 and APN 538-203-11, approximately 165,038 square feet; (3) A portion of Official Plat of Donovan Ranch - Phase 3, Subdivision Tract Map 5122, Valley Crest Drive, Valley Sage Drive, Vista Grande Drive, Vista Park Drive, a portion of Horizon Ridge Road, and a portion of Shady Valley Road, APN 534-624-08 and APN 534-617-15, approximately 233,108 square feet; (4) A portion of Official Plat of Eagle Canyon Ranch - Unit 1, Subdivision Tract Map 5124, a portion of Rudy Way and a portion of Rosy Finch Drive, APN 532-142-11, approximately 28,509 square feet; (5) A portion of Official Plat of Autumn Trails - Unit 1, Subdivision Tract Map 5127, Buckle Court, Highball Court, Longridge Drive and portion of Hayfield Drive, APN 534-632-04, approximately 78,433 square feet; (6) A portion of Official Plat of Woodland Village Phase 19, Subdivision Tract Map 5120, Giant Panda Court, Kodiak Bear Court, Polar Bear Court, a portion of Polar Bear Drive, and a portion of Desert Lake Drive, APN 556-592-10, approximately 196,191 square feet; and (7) A portion of Official Plat of Woodland Village Phase 18, Subdivision Tract Map 5087, a portion of

Desert Lake Drive, APN 556-572-04, approximately 12,386 square feet. (Commission Districts 4 and 5.)

- 15-1016** **6H3** Approve Amendment #1 to Agreement Regarding November 2002 State Question 1: Parks and Open Space Bond Issue-Truckee River Rock Park Restroom – Project Funding between Washoe County and the City of Sparks. (Commission District 3.)
- 15-1017** **6H4** Approve Amendment to Water Rights Deed between Washoe County and Utilities, Inc. of Nevada. (Commission District 5.)
- 15-1018** **6H5** Acknowledge receipt of the Washoe County Water and Sanitary Sewer Financial Assistance Program Status Report as of September 30, 2015. (All Commission Districts.)
- 15-1019** **6H6** Approve four Deeds of Dedication to accept real property (County Road 34), a portion of APN 071-211-11 (totaling 2.48 acres), a portion of APN 071-211-13 (totaling 6.58 acres), a portion of APN 071-211-14 (totaling 3.41 acres), and a portion of APN 071-211-15 (totaling 3.24 acres) for use as a public street right-of-way; and if approved, direct the Clerk’s Office to record the Deeds of Dedication. (Commission District 5.)
- 15-1020** **6I1** Approve a request for reclassification of a vacant Property Program and Fiscal Control Manager, pay grade Q, to an Administrative Secretary, pay grade J (Community Services), as evaluated by the Job Evaluation Committee, and elimination of unused or obsolete job classifications as listed in Exhibit 1. [Net annual savings is estimated at \$39,877]. (All Commission Districts.)
- 15-1021** **6I2** Approve the Trust Agreement between the County of Washoe and Reliance Trust Company as the Trustee for loans in the Deferred Compensation 457 Plan; and if approved, authorize the Director of Human Resources/Labor Relations to execute same. [No fiscal impact.] (All Commission Districts.)
- 15-1022** **6J1** Acknowledge Receipt of the Workers’ Compensation Audit Report from the Internal Audit Division. (All Commission Districts.)
- 15-1023** **6J2** Approve re-appointment of Ms. Elaine Alexander, to the Washoe County Audit Committee for the term commencing January 1, 2016 and expiring on December 31, 2017. (All Commission Districts.)
- 15-1024** **6J3** Approve Resolution to augment the Regional Public Safety Training Center (RPSTC) Fund to increase expenditure authority in the amount of [\$92,450] for fiscal year 2015-16; and direct the Comptroller to make the appropriate budget adjustments. (All Commission Districts.)

- 15-1025** **6K1** Approve Sheriff's Right of Entry and Hold Harmless Agreement between the Thunderbird Lodge Preservation Society and the Washoe County Sheriff's Office for use of pier, dinghy, and properties located at 5000 State Route 28 and 1056 Tahoe Boulevard North, Incline Village, NV 89451 by the Washoe County Sheriff's Office for Marine 9 and if approved, authorized Risk Management to sign the Agreement. [No fiscal impact.] (Commission District 1.)
- 15-1026** **6K2** Approve Sheriff's Security Agreement between the G&I VII Reno Operating, L.L.C. and the Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for Security [No fiscal impact to County, estimated reimbursed security costs is no more than \$7,800] for the retroactive period of November 21, 2015 through December 26, 2015. (Commission District 2.)
- 15-1027** **6K3** Approve a grant award [\$14,000, no match required] from the Nevada Commission on Off-Highway Vehicles, FFY 2015, Project number 2015LE001, to the Washoe County Sheriff's Office for the purchase of an off-highway vehicle. Grant term is retroactive from June 15, 2015 through June 14, 2016 and if approved, direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)
- 15-1028** **6K4** Approve funding [\$15,000, no match required] provided by the 780 Police Department through their grant award 15-JAG-26 through the Justice Assistance Grant program, Office of Criminal Justice Assistance for overtime costs associated with the Regional Gang Task Force activities for the retroactive grant period of October 1, 2015 through September 30, 2016; and if approved, authorize Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)
- 15-1029** **6K5** Approve a grant award [not to exceed \$17,200, no match required] from the US Marshal's Office for reimbursement of overtime costs incurred while participating in the US Marshal's Regional Fugitive Investigative Strike Teams (FIST) during the retroactive FFY period of October 3, 2015-September 30, 2016; and if approved, authorize Comptroller's Office to make necessary budget adjustments. (All Commission Districts.)
- 15-1030** **6L1** Approve and execute Resolution directing County Treasurer to give notice of the sale of properties subject to the lien of a delinquent special assessment in the following districts: WCAD 23 – Arrowcreek Water, WCAD 32 – Spanish Springs Valley Ranch Rd. (Commission Districts 2 and 5.)

15-1031 **6L2** Approve and Execute Resolution Authorizing the Washoe County Treasurer to Transfer to Other Governmental Entities, Real Property held in Trust due to property tax delinquencies and other matters properly related thereto. (Commission District 4.)

15-1032 **6M** Recommendation to approve the submission of the following grants to the State of Nevada Community Development Block Grant (CDBG) program for funding consideration: Non-emergency Medical Transportation in Unincorporated Washoe County, in the amount of [\$267,298]; and Sun Valley Pool Repair and Play Features, in the amount of [\$493,500]; priority ranking for the applications recommended as follows: Non-emergency Medical Transportation in Unincorporated Washoe County priority one, and Sun Valley Pool Repair and Play Features priority two; and if approved, authorize the Chair to execute the documents concerning same. Manager. (All Commission Districts.)

Commissioner Herman stated there was an error within Agenda Item 4 in the minutes for the meeting of November 10th. She said her correct statement was “the containers were ‘not’ considered real property”.

On the call for public comment, Cathy Brandhorst spoke about matters of concern to herself.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried with Agenda Item 6A amended and Agenda Items 6H2 and 6K6 pulled, it was ordered that Consent Agenda Items 6A through 6M be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 6A through 6M are attached hereto and made a part of the minutes thereof.

BLOCK VOTE (8, 9, 10, 11, 12, 15, 16, 17 and 21).

15-1033 **AGENDA ITEM 8** Recommendation to appoint Kevin Schiller, Assistant County Manager as Acting Director of the Washoe County Senior Services Department effective December 8, 2015. Manager. (All Commission Districts.)

On the call for public comment, Garth Elliott stated he was sad to see Grady Tarbutton retire but he was glad that Kevin Schiller would be appointed Acting Director of Senior Services.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Kevin Schiller, Assistant County Manager, be appointed Acting Director of the Washoe County Senior Services Department.

15-1034 **AGENDA ITEM 9** Recommendation to approve agreement between Netsmart Technologies, Inc. and Washoe County for purchase of

myAvatar software upgrade, new implementation and support for the Social and Senior Services Departments in the amount of [\$418,928.68] effective December 8, 2015. Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 9 be approved.

15-1035 **AGENDA ITEM 10** Recommendation to approve an agreement between Catholic Charities of Northern Nevada (CCNN) and Washoe County in an amount [not to exceed \$672,813 on an annual basis], to provide housing, property management and supportive services at multiple sites for the Crossroads Program retroactive to December 1, 2015 through June 30, 2016 with the option to renew for two (2) additional one (1) year periods. Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 10 be approved.

15-1036 **AGENDA ITEM 11** Recommendation to approve an Interlocal Contract Between Public Agencies between the State of Nevada Department of Health and Human Services, Division of Health Care Financing and Policy and Washoe County, authorizing the Department of Social Services to participate in claiming allowable reimbursements covered under Federal Title XIX of the Social Security Act, for activities performed for Medicaid Targeted Case Management (TCM) Services, Direct Services, and Medicaid Administrative Services, retroactive to July 1, 2015 until June 30, 2019 for [approximately \$437,000 for SFY 2016, \$475,000 for SFY 2017, \$525,000 for SFY 2018 and \$570,000 for SFY 2019 with the total reimbursement not exceeding \$2,007,000] for administrative services costs only for the term of the contract. Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

15-1037 **AGENDA ITEM 12** Recommendation to approve an Interlocal Contract Between Public Agencies between the State of Nevada Department of Health and Human Services Health Care Financing and Policy and Welfare and Supportive Services Divisions and Washoe County to maintain the County Match Program, under Title XIX of the Social Security Act, assistance to individuals in long term care facilities retroactive to July 1, 2015 until June 30, 2017 for a [projected amount of \$5,000,000 per fiscal year]. Social Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 12 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

15-1038 **AGENDA ITEM 15** Recommendation to approve an Agreement to Provide Water Service under the Firm Standby Partial Requirements Rate Schedule for the Golden Valley Artificial Recharge Program between Washoe County and the Truckee Meadows Water Authority (TMWA); and if approved, 1) Authorize the purchase of 21.03 acre feet of water resources from the TMWA Rule 7 water resource inventory [\$158,145.60]; and, 2) Adopt a Resolution to augment the budget of the Golden Valley Artificial Recharge Program within the Washoe County Utilities Enterprise Fund 566 [\$85,000]; and direct the Comptroller's Office to make the appropriate adjustments. Community Services. (All Commission Districts.)

On the call for public comment, Francine Dunshick spoke on behalf of the Golden Valley Property Owners Association and thanked the County for a successful agreement with the Truckee Meadows Water Authority (TMWA) for the Golden Valley Artificial Recharge Program.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 15 be approved, authorized, adopted and directed.

15-1039 **AGENDA ITEM 16** Recommendation to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the Sparks Library HVAC Project [staff recommends Mt. Rose Heating & Air Conditioning, Inc. in the amount of \$364,400]. Community Services. (Commission District 3.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 16 be awarded and approved.

15-1040 **AGENDA ITEM 17** Recommendation to approve an Owner-CMAR Construction Agreement between Washoe County and Q&D Construction, Inc. to provide Construction Manager At Risk (CMAR) construction services for the Washoe County Medical Examiners Facility Project [\$10,770,482.00]; and direct the Comptroller's Office to make the appropriate budget adjustments. Community Services. (All Commission Districts.)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 17 be approved and directed.

15-1041 **AGENDA ITEM 21** Discussion and possible direction to the County Manager to utilize two or more hours of staff time to research and develop a “Business to Business – Buy Local” initiative with members of the Organizational Effectiveness Committee. (Requested by Commissioner Berkgigler)

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 21 be approved.

15-1042 **AGENDA ITEM 7** Department presentation by Social Services and Senior Services.

Amber Howell, Social Services Director, conducted a PowerPoint presentation, which included an overview of Child Welfare, Adult Services and Senior Services. She indicated there had been a significant increase in the number of children who were removed from their homes and fortunately, there had not been a spike in child fatalities. She noted that 50 percent of last year’s child fatalities were due to co-sleeping and unsafe sleeping conditions, which were considered preventable deaths. She said there had been an increase in child welfare placement costs, which was due to emergency shelter needs. She stated there had been a specialized foster care pilot program in place for the past two years that addressed children who required a higher level of care. She said with this program the children would get the appropriate services to meet their needs and the associated costs would decrease dramatically. She stated permanent placement would increase when children returned home or were adopted.

Ms. Howell indicated the number of home delivered meals had increased due to the addition of a second meal being provided for homebound seniors. She also noted that there had been an increase in the number of people who were served through the Crossroads program. She highlighted that the program supported living arrangements to help transition men and women out of homelessness by connecting them to services such as alcohol and drug counseling. She stated the program had proven to be effective with decreasing relapses and jail bookings, which had saved the community millions of dollars.

Kevin Schiller, Assistant County Manager, continued the presentation by stating the key areas associated with Senior Services were the Senior Centers, Congregate Nutrition and Meals on Wheels, Case Management, Representative Payee and Homemaker Services, Daybreak, senior ambassadors, volunteer programs, partnerships and legal services. He noted the support services for the families who cared for loved ones with Alzheimer’s and Dementia were not cost effective in the area and he hoped Northern Nevada could create a program at a cost that would be manageable. He mentioned the meals that were provided to seniors would not decrease because the population of seniors continued to rise. He commented the plan was to request increased funding for senior programs within the next legislative session.

Ms. Howell continued the presentation by reviewing where Social Services staff were located throughout the County. She described the change that would create the Human Services Agency by merging Child Welfare, Adult Services and Senior Services into one unified department. She stated the changes would create focus and combine the needs for citizens throughout their entire lifespan. She noted the change would encompass the basic needs including emergency services, self-sufficiency, independence, and access to services for the combined population. She highlighted the Crossroads expansion included an increase from 60 beds to 151 beds. In closing, she reviewed the substantial list of future goals for the agency, which included increased capacity at Crossroads, expanding services for caregivers, increased adoptions, a Dementia caregivers respite program, and increased programming at the senior centers.

Commissioner Lucey commended Ms. Howell, Mr. Schiller and the staff for their continued focus on Human Services and Social Services and thanked them for the informative presentation.

In response to Commissioner Jung's question regarding the amount of staff, Ms. Howell replied that there had not been a tremendous increase in staff besides the 15 additional staff members that were added in June of 2015. She said even though the investigations and the responses were not doubling, the removal of children was.

In response to Commissioner Jung's question as to whether there was a person who was dedicated to adoptions, Ms. Howell replied there was not a specific person for that role but there were a number of initiatives to assist with the increased number of them. She noted there was a lack of District Attorneys, which created delays with the finalization of adoptions, but additional positions had been approved. She added there were a number of children in pre-adoptive placement, who were waiting for the adoptions to be finalized.

Commissioner Jung voiced her concern regarding foster children who age-out of the system and she thought the responsibility of foster parents should extend beyond the child turning 18 years old. She stated the amount of money in the budget for Independent Living was low and she wondered whether the County should be doing more to assist young adults. She questioned the difference in special revenue funding for Senior Services as compared to Child Protective Services and she wondered what needed to occur to balance the services more evenly. She thought that more seniors would be relocating to the area because of the attractive tax shelters that Nevada offered and she was concerned there would be insufficient services to support them. She expressed that seniors should be a higher priority.

In response to Commissioner Hartung's question regarding whether each of the departments would continue to have a department head under the new structure, Mr. Schiller responded staff would seek input from the Board regarding structure.

Commissioner Hartung hoped there would be more training and family involvement for Alzheimer's and Dementia patients and caregivers.

In response to Commissioner Hartung's questions regarding whether the Crossroads program would expand to Sparks and whether it would consider a 24/7 monitoring program, Ms. Howell stated that Crossroads was looking to expand by acquiring lodging accommodations; such as motels and homes. She continued by stating Crossroads had 25 existing clients in a 24/7 program, which was located at the main location on Gould Street.

Commissioner Hartung requested a presentation about the Rock Steady program for Parkinson's patients. He noted Parkinson's disease was not specific to the elderly and he thought there needed to be more awareness.

There was no public comment of action taken on this item.

15-1043 **AGENDA ITEM 28** Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.

1:08 p.m. On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

2:33 p.m. The Board reconvened with all members present

15-1044 **AGENDA ITEM 13** Recommendation to approve and execute an ordinance authorizing the issuance of the Washoe County, Nevada, Sales Tax Revenue Refunding Bonds, Series 2016A, for the purpose of refinancing certain outstanding obligations; providing the form, terms and conditions of the bonds and other details in connection therewith. [The total principal amount of bonds is estimated to be \$13,850,000.] Manager. (All Commission Districts)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Paul Lipparelli, Legal Counsel, stated the Board was authorized by State Law to act as if an emergency existed. He explained the difficulty with the bond approvals was the time between the first and second readings and the publication posting, therefore, Nevada Revised Statute 350.579 authorized one act for the approval of the bonds. He noted the staff report explained this and the Ordinance contained language to the same effect. He stated if the Board was inclined to approve the Ordinance, it would be understood that it was a one-time approval as if an emergency existed.

Jan Galassini, Chief Deputy County Clerk, read the title for Ordinance No. 1570, Bill No. 1753.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, Chair Berkgigler ordered that Ordinance No.1570, Bill No. 1753, be approved, executed and published in accordance with NRS 244.100.

15-1045 **AGENDA ITEM 14** Recommendation to approve and execute an ordinance authorizing the issuance of the Washoe County, Nevada, General Obligation (Limited Tax) Public Safety Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B for the purpose of refinancing certain outstanding obligations; providing the form, terms and conditions of the bonds and other details in connection therewith. The total principal amount of bonds is estimated to be \$10,420,000. Manager. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Paul Lipparelli, Legal Counsel, stated the Board was authorized by State Law to act as if an emergency existed. He explained the difficulty with the bond approvals was the time between the first and second readings and the publication posting, therefore, Nevada Revised Statute 350.579 authorized one act for the approval of the bonds. He noted the staff report explained this and the Ordinance contained language to the same effect. He stated if the Board was inclined to approve the Ordinance, it would be understood that it was a one-time approval as if an emergency existed.

Jan Galassini, Chief Deputy County Clerk, read the title for Ordinance No. 1571, Bill No. 1754.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, Chair Berkgigler ordered that Ordinance No.1571, Bill No. 1754, be approved, executed and published in accordance with NRS 244.100.

15-1046 **AGENDA ITEM 18** Presentation and possible direction to staff on Recreational Marijuana Establishments and related matters in Washoe County; and an update on Medical Marijuana Establishments and direction to staff on related matters within Washoe County. (Request by Chair Berkgigler.)

Kevin Schiller, Assistant County Manager, reviewed the staff report regarding Recreational Marijuana Establishments, Medical Marijuana Establishments (MMEs), and related matters. Mr. Schiller reviewed the previous actions for the items, the background, and presented an MME update. The Board directed Mr. Schiller to have staff research the following concerns and to bring them back to the Board for review and

further direction: initiate changes to the County Code to prohibit recreational marijuana use or sales within the unincorporated County; the County Health District to conduct monthly mandatory MME inspections; mandate that MMEs provide a Sheriff's Deputy to patrol the area surrounding a MME; mandate that future MMEs would be allowed in industrial areas only when there were no schools in close proximity; establish maximum dispensary limits for MME card holders; create a protected fund for the proceeds of fees and taxes; mandate that funds stay in the area in which were collected; create law enforcement guidelines for cost repayment; create guidelines for standard cost recovery; and determine where funds would be designated.

On the call for public comment, David LaBarge reiterated his earlier comments regarding his opposition to MMEs and he asked the Board to be cautious with the decisions they made.

Carol Burns spoke about her concerns regarding the locations of MMEs in Sun Valley and she thought they should be farther than 1,000 feet from a school.

Mr. Schiller reminded the Board that location moves after October 1, 2015 would require the Board's approval. He stated that Tryke Companies, who had been issued a certificate for a location in Incline Village, had submitted a request to relocate to Sun Valley. He indicated a meeting was held with Tryke Companies and they were specific about how they could contribute back to the community in Sun Valley.

In response to Commissioner Hartung's question regarding alternative payment options for the MMEs, Mr. Schiller stated he would add that to his list and bring it back to the Board.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered to approve and acknowledge Agenda Item 18 with the stated direction.

15-1047 **AGENDA ITEM 19** Update and Presentation on Single Stream Recycling Proposed Models and other related matters with direction to staff on future changes to the current Garbage Franchise Agreement. Manager. (All Commission Districts.)

Kevin Schiller, Assistant County Manager, reviewed the staff report regarding Waste Management's Single Stream Recycling Program, which included an update and proposed changes to the current Waste Management (WM) Franchise Agreement. He reviewed the background of the agreement, proposed rate increases and the recommendations to the Board. He reviewed options that could increase the franchise fee from the current five percent up to eight percent. He stated for every percent the franchise fee was increased, it would equate to an increase of approximately \$100,000 in annual revenue. He noted that Reno and Sparks franchise fees were fixed at eight percent. He commented an increase in the franchise fee could offset other related expenses such as animal resistant containers and illegal dumping. He explained the Single Stream

Recycling Program was approved for Sparks on October 28th and delivery of the containers would start on December 28th with full operation by February 1st.

Greg Martinelli, Waste Management, indicated there was an error in the proposed rate within the staff report and he clarified the current rate and proposed rate were reversed on the first line of the residential trash options (on page 5 of the staff report). Mr. Martinelli reviewed the proposed changes in rates and stated the rates were based on the current five percent franchise fee. He stated bear issues had been a topic of discussion recently and he thought there were additional options that could be added to the proposal to accommodate for bear prone areas.

In response to Commissioner Lucey's concerns regarding the Galena area bear issues, Mr. Martinelli replied that bear containers were effective in most situations. He commented the best option would be to install a bear box onsite because there would be a one-time cost and they were more reliable than a bear container. He stated that they would research multiple options for bear containers and boxes and bring them back to the Board for further discussion.

In response to questions from the Board regarding the franchise agreement, Mr. Martinelli explained that the age for senior discount customers was 70 years old. He continued his responses by explaining the cart switch out fee indicated on page 5 of the staff report, was to change the size of the container or to replace a container when customer damage was present. He indicated that Styrofoam was now considered a recyclable material and could be added to the recycle cart. He stated the missed pick up issues in Palomino Valley, which were due to weather issues, would be serviced as soon as possible. He explained that the trucks weigh in excess of 50,000 pounds and if there was snow or mud on a road, it could be difficult to maneuver the truck through the area.

Mr. Schiller received the following direction from the Board for staff to research and bring back for further discussion: animal containers for bear prone areas; a countywide fee for environmental education to support the non-profit environmental education groups; exchange the Free Dump Days for 'neighborhood clean-ups'; and options to increase the franchise fees.

On the call for public comment, Lorrie Olson provided a handout, which was placed on file with the Clerk. She spoke regarding bear containers and she wanted WM to make containers available to residents in bear prone areas. She stated Caughlin Ranch had an increasing problem with bears due to the lack of bear containers. She stated once a bear was able to access a trashcan with garbage in it, they would always come back to that location in search of food.

Meghan Di Ricco spoke regarding bear containers and the necessity in the Galena Forest Estates. She stated she supported the franchise agreement to include bear containers and boxes in bear prone areas. She said the outside storage of non-animal resistant containers should be prohibited. She commented that the bear problem was moving east and she hoped the problem could be contained before it worsened.

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 19 be acknowledged and directed.

15-1048 **AGENDA ITEM 20** Introduction and first reading of an ordinance repealing the existing storm water discharge Ordinance 1223 (2003) and replacing it by amending the Washoe County Code at Chapter 110 (Development Code) to create Article 421, Storm Water Discharge Program, in order to update, codify and provide best management practices relating to the storm water discharge program and the National Pollutant Discharge Elimination System (NPDES) permit issued to Washoe County, and other matters necessarily connected therewith and pertaining thereto (DCA 14-014); and, if supported, set the public hearing for second reading and possible adoption of the Ordinance for January 12, 2016. Community Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

Dave Solaro, Community Services Director, indicated the manuals and handbook described on page 20 and 21 of the staff report (Section 110.421.40) would be kept on file in the Community Services Department, not in the Clerk's office as the indicated in the staff report.

Jan Galassini, Chief Deputy County Clerk, read the title for Bill No. 1755.

Bill No. 1755 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

15-1049 **AGENDA ITEM 22** Performance evaluation for the Washoe County Manager, including but not limited to discussion of goals and results of County Manager; consider and possibly take action regarding current compensation and approve corresponding changes to existing or approve new employee agreement. Human Resources. (All Commission Districts.)

Chair Berkbigler stated the Board had the opportunity to review the performance evaluation for John Slaughter, County Manager. She said Mr. Slaughter had done an outstanding job and it was great working with him the past year. She explained that Mr. Slaughter had requested not to receive an increase in pay, but stated he would accept a bonus as long as 10 percent of the bonus went to the Employee Recognition Program.

Commissioner Jung stated Mr. Slaughter had exceeded her expectations. She said he was a pleasure to work with and she had never had a complaint about him. She wanted his severance package to be equitable with his peers in the Cities and she recommended to change Mr. Slaughter's contract to reflect six months severance instead of three months.

Commissioner Lucey thought Mr. Slaughter was second to none and said he had the ability to effectively communicate with staff and the community. He thanked Mr. Slaughter for a phenomenal job.

Commissioner Hartung stated Mr. Slaughter deserved a raise.

Commissioner Herman concurred that Mr. Slaughter had done a great job.

Chair Berkbigler recommended a \$10,000 bonus for Mr. Slaughter with 10 percent going to the employee recognition program as requested.

John Slaughter thanked the entire Board and said that they were wonderful to work with also.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 22 be approved with direction to the District Attorney's Office to make the recommended changes to the contract.

15-1050 **AGENDA ITEM 23** Public Hearing and possible action: 1) To consider an application by NV Energy, doing business as Sierra Pacific Power Company for a franchise agreement to provide natural and other gas service to portions of Washoe County, including any objections on the matter; 2) If determined to be in the best interests of the residents of Washoe County, to approve a Franchise Agreement between NV Energy, doing business as Sierra Pacific Power Company and the County of Washoe, retroactive to April 24, 2015, effective for a period of twenty (20) years from the effective date of the agreement, with upon review by the County an extension of the term of the franchise for five (5) years, fixing the terms and prescribing the conditions pursuant to which the franchise is to be granted, the character or kinds of service to be rendered, the maximum rates to be charged for the service, and such other matters as may be properly connected therewith; 3) If the Franchise Agreement is approved, to adopt a Resolution Authorizing and Approving the Issuance of a Franchise to NV Energy, doing business as Sierra Pacific Power Company to Supply Natural Gas to Portions of Washoe County, Nevada; and 4) If the Franchise Agreement is approved, to approve an associated Agreement to Pay Annually to Washoe County 2% of the franchisee's Net

Profits under the franchise for the Benefit of the County School District Fund of Washoe County, State of Nevada; and approve an associated franchise fee to be determined by the Board of gross profits up to 5 %. Manager. (All Commission Districts.)

John Slaughter, County Manager, recommended to open the public hearing for public comment, but to continue the item to the December 15th meeting for action.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

On motion by Commissioner Lucey, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 23 be brought back to the Board on December 15th for action.

15-1051 **AGENDA ITEM 24** Public Hearing and possible action: 1) To consider an application by NV Energy, doing business as Sierra Pacific Power Company for a franchise agreement to provide electric service to portions of Washoe County, including any objections on the matter; 2) If determined to be in the best interests of the residents of Washoe County, to approve a Franchise Agreement between NV Energy, doing business as Sierra Pacific Power Company and the County of Washoe, retroactive to September 7, 2015, effective for a period of twenty (20) years from the effective date of the agreement, with upon review by the County an extension of the term of the franchise for five (5) years, fixing the terms and prescribing the conditions pursuant to which the franchise is to be granted, the character or kinds of service to be rendered, the maximum rates to be charged for the service, and such other matters as may be properly connected therewith; 3) If the Franchise Agreement is approved, to adopt a Resolution Authorizing and Approving the Issuance of a Franchise to NV Energy, doing business as Sierra Pacific Power Company to supply electric service to Portions of Washoe County, Nevada; and 4) If the Franchise Agreement is approved, to approve an associated Agreement to Pay Annually to Washoe County 2% of the franchisee's Net Profits under the franchise for the Benefit of the County School District Fund of Washoe County, State of Nevada; and 5) If the Franchise Agreement is approved, the Board has the option approve an associated franchise fee to be determined by the Board of up to 5% of gross profits. Manager. (All Commission Districts.)

John Slaughter, County Manager, recommended to open the public hearing for public comment, but to continue the item to the December 15th meeting for action.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance. There being no response, the hearing was closed.

On motion by Commissioner Hartung, seconded by Commissioner Lucey, which motion duly carried, it was ordered that Agenda Item 24 be brought back to the Board on December 15th for action.

4:37 p.m. The Board recessed.

6:00 p.m. The Board reconvened with all members present.

6:00 p.m. **Public Hearings**

15-1052 **AGENDA ITEM 25** Hearing, discussion, and possible action on Appeal Case No. AX15-004 (William Van Leuven), an appeal of the Board of Adjustment's decision to deny Variance Case No. VA15-009, which requested a reduction of the required side yard setback from 50 feet to 15 feet to facilitate the construction of a garage. The property is located at 25 Aguilar Court, at the southwest corner of Aguilar Court and Valle De Sol Boulevard and within the Spanish Springs Area Plan. The Assessor's Parcel Number is 076-381-28. The property is located within Section 30, Township 21 North, Range 21 East, MDM. The Board of County Commissioners may take action to confirm the Board of Adjustment's denial; reverse the Board of Adjustment's denial and issue the Variance with Conditions of Approval; remand the matter back to the board of adjustment for further proceedings; or modify the Variance's Conditions and issue the Variance. Community Services. (Commission District 4.)

Roger Pelham, Planning and Development Senior Planner, conducted a PowerPoint presentation regarding Variance Case No. VA15-009. He reviewed the information in the staff report. He stated the case was denied by the Board of Adjustment. The request by the property owner was to reduce the side yard setback from 50 feet to 15 feet. He noted a discrepancy on the site plan which showed the dwelling about 255 feet from the property line. The actual distance was around 100 feet. He added this information was not germane to the variance but he wanted to indicate the discrepancy. He discussed the variance evaluations on the staff report. He recommended to the Board to uphold the decision made by the Board of Adjustment.

Commissioner Hartung asked whether there would be any detriment if the setback was moved from 50 feet to 15 feet. He mentioned seeking public comment to see whether there were neighbors who would be opposed to the setback change. He also asked what the purpose was for the 50 foot setback.

Mr. Pelham said a neighboring property owner provided a letter indicating no opposition. He stated the detriment would probably be to the purpose and intent of the

Development Code. Regarding the 50 feet setback, the purpose was to maintain community standards that were consistent with the low density rural zone; as well as, the general rural zone.

William “Butch” Van Leuven stated flooding had always been an issue in Spanish Springs. He said he unfortunately picked a property that had a lot of flooding; however, where he built the home was the best location to avoid the flood area. He showed photographs of his property and he described the flooding issues he had.

Commissioner Jung asked whether the issue had been taken to the Spanish Springs’ Citizen Advisory Board (CAB) since she did not see their feedback in the staff report. She also asked whether any neighbors expressed concern about the variance. Mr. Pelham replied the issue was presented to the Spanish Springs’ CAB. He noted the CAB’s feedback was provided to the Board of Adjustment. He also noted there were no comments. The Board of Adjustment voted to recommend approval because no one was there to object to it.

Commissioner Hartung moved to reverse the Board of Adjustment’s denial and approve Variance Case No. VA15-009, subject to the conditions stated in Attachment E of the staff report, based on the applicant’s proposal to reduce the required 50 foot side yard setback to 15 feet to facilitate the construction of a garage. This reversal was based on the Board’s review of the written materials and oral testimony at the public hearing, and the Board’s interpretation that all four required findings could be made in accordance with Washoe County Development Code Section 110.804.25. Commissioner Jung seconded the motion.

Chair Berkbigler asked Paul Lipparelli, Legal Counsel, if the Board needed to state the findings in the motion.

Mr. Lipparelli replied the Board was probably covered since the motion indicated the basis for it was found in the testimony that was given on the record in the hearing.

On the call for public comment, Allan Gordon said his parcel was directly north of Mr. Van Leuven’s. He mentioned the flooding they experienced. He said he had no objections.

Adrian Dyette stated he was also a neighbor and had no objections.

Mr. Lipparelli requested for Mr. Pelham or Mr. Van Leuven to affirm that the pictures displayed during the Mr. Van Leuven’s testimony was already part of the packet. Mr. Pelham submitted the photographs which were placed on file with the Clerk.

Mr. Lipparelli noted Mr. Van Leuven indicated that he had an engineer who was going to make a report. He asked whether the engineer’s information was

already in the materials. Chair Berkbigler believed the information was submitted in the documents the Board received from the Board of Adjustment.

Craig Wesner, Chief Operating Officer of Lumos and Associates, stated he was not the engineer who provided the material previously but he offered to make a presentation on behalf of Mr. Van Leuven if necessary. Mr. Lipparelli stated he wanted the record to reflect the opportunity for the report since Mr. Van Leuven had mentioned his engineer. He closed by stating the opportunity had been given.

On call for the question, the motion was passed on a 5 to 0 vote.

15-1053 **AGENDA ITEM 26** Master Plan Amendment Case No. MPA15-006 and Regulatory Zone Amendment Case No. RZA15-007 – Hearing, discussion, and possible action to approve: (1) an amendment to the Spanish Springs Master Plan Map, changing the Master Plan Category from Suburban Residential (SR) to Industrial (I) on one +60 acre parcel (APN: 538-171-09); and (2) an amendment to the Spanish Springs Regulatory Zone Map, changing the Regulatory Zone from Low Density Suburban (LDS) to Industrial (I) on the same +60 acre parcel subject to the adoption of Master Plan Amendment Case No. MPA15-006, and if approved, authorize the Chair to sign the resolutions to adopt the amendments to the Spanish Springs Area Plan after a determination of conformance with the Truckee Meadows Regional Plan by the Truckee Meadows Regional Planning Commission. Community Services. (Commission District 4.)

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried, it was ordered that Agenda Item 26 be approved and authorized.

15-1054 **AGENDA ITEM 27** Second reading and adoption of an ordinance amending Washoe County Code Chapter 55 by creating provisions regulating commercial animal establishments (through an animal welfare permit); by adding related definitions; and by making changes to the definition of “County” and all other matters properly relating thereto (Bill No. 1752) Animal Services. (All Commission Districts.)

Commissioner Lucey disclosed he was engaged in business, in a private capacity, with a veterinary clinic. He noted the ordinance specifically excluded veterinarians; therefore, his business interest would not be directly affected by the passage or defeat of the proposed ordinance. Since his business interest might create a perception that he could not be impartial or that he would indirectly benefit by the exemption of veterinary facilities, he indicated he would abstain from the participation and voting on this item.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Jan Galassini, Chief Deputy County Clerk, read the title for Ordinance No. 1572, Bill No. 1752.

6:24 p.m. Commissioner Lucey left the meeting.

Chair Berkgigler mentioned the Board received several emails requesting the insertion of an adoption-only language into the ordinance. She asked Robert Smith, Animal Services Manager, to clarify whether the ordinance was the appropriate place for such language.

Mr. Smith remarked the request did not belong in the ordinance. The request would fall into the jurisdiction of zoning and business licensing.

On the call for public comment, Melissa Cowan stated she was in support of the adoption-only language. She also supported banning the sales of animals in pet shops.

Katherine Bell, associated with Puppy Mill Free Reno, read a statement which was placed on file with the Clerk. The statement expressed her concerns regarding puppy mills.

Dr. Richard Simmonds indicated he was a veterinarian. He stated he was representing himself since he was associated with various state and local organizations. He read a statement which was placed on file with the Clerk. He spoke of his concerns regarding the proposed amendment to Chapter 55 of the County Code which lacked specifics. He urged the Board to vote against the ordinance due to the ambiguities and deficiencies.

Tim Stoffell spoke against the proposed ordinance. He said he and his friends spent too much time before the Board defending the rights to have animals, keep animals, and raise animals. He stated the ordinance represented another hindrance and another level of red tape. He noted the Puppy Mill Free Reno people wanted a puppy free Reno and not a puppy mill free Reno. He recommended the Board to oppose the ordinance.

Harry Thomas, associated with Puppy Mill Free Reno, read a statement which was placed on file, along with backup material, with the Clerk. The statement addressed events concerning animal welfare.

Barry O'Dea said veterinarians, kennels, non-profits, and rescues should be under the same rules. He stated if the Board was going to implement a good rule out of

concern for the welfare of the dogs, then the Board should mandate that every kennel, which boarded dogs, had someone on their property 24 hours, 7 days a week.

Rene Johnson displayed a sign depicting the Puppy Mill Free Reno website (pmfr.org). The sign was not placed on file with the Clerk. She spoke in opposition to puppy mills. She mentioned a documentary titled Dog by Dog would be coming out soon and she provided the documentary's website (DogByDogDocumentary.com).

Billy Howard, associated with Puppy Mill Free Reno, read a statement which was placed on file with the Clerk. The statement addressed events and future considerations concerning animal welfare.

Charlene Bybee, Sparks Councilwoman, stated she was in attendance as a resident. She expressed her concerns with the ordinance. Her concerns included the ambiguities with the ordinance language which did not clearly define animals, and the requirement of the animal welfare permits which could affect businesses that were associated with animals but, were not engaged in the sale of animals. She felt the language should specify cats and dogs if that was the intention. She noted business licensing and enforcement was the responsibility of the City of Sparks. She questioned whether the Board had data regarding animal cruelty and issues with animals from puppy mills that warranted the change to the Code. If such data existed, she said she would be in support of the change to the Code. She asked whether there was data which indicated a change to the Code would be beneficial. Her last concern was whether the change to the Code would have unintended consequences. She closed by stating she saw the ordinance as government overreach which she did not support.

Lindsay Garrison spoke of her personal experiences with a Newfoundland puppy she purchased from Puppies Plus in 2015. She said she brought the puppy home out of genuine fear it would die. She described the puppy's emaciated condition and various ailments. She noted her eight-month-old Newfoundland weighed 37 pounds. She added a typical Newfoundland at this age should weigh between 75 to 100 pounds.

Bill Maggiora stated he followed the evolution of the proposed animal control ordinance since he first heard about it in the summer of 2014. He noted the initial version of the ordinance was unacceptable. He said the proposed ordinance changes appeared to be an attempt to use unreasonable prohibitions, excessive fees, and the burden of oppressive regulations to prevent the public from keeping any animals except cats and dogs from animal shelters. He was concerned about possible abuses related to the enforcement of the ordinance by Animal Services.

Ardena Perry read a statement which was placed on file with the Clerk. She spoke in opposition to the ordinance. She felt Animal Services would better serve the needs of the community if the focus was on field services.

Michael Schneider, owner of Puppies Plus, addressed the issue regarding the Newfoundland puppy. He said he was sorry to hear what happened. He remarked he was not aware of the extent of the issues. He noted he honored the warranties in place for hereditary congenital issues and for veterinarian expenses up to the purchase price of the pet. He stated he was not comfortable with the animal welfare permit. He mentioned there were already State Statutes in place to govern pet store owners, and he questioned the need for additional oversight by another governmental body. He felt offended by being singled out. He said the 120 hour hold-time for pets would place a hardship on his business since it would eliminate special orders; such as, presales of dogs.

Jimmie Martin, Sierra Safari Zoo, spoke of his concerns over the lack of clarity as to how animal was being defined. He thought the Ordinance should be rewritten.

Daniel Gray, Nevada Animal Owners Alliance, stated there was no such thing as a puppy mill. He said "puppy mill" was not a legally defined term but was instead a slang invented by animal rights extremists to bad-mouth any and all breeders. He noted newer, stricter laws would only affect those who were already working to follow the laws. Breeders were not responsible for the dogs in shelters. The issue was with the lack of responsible ownership, poor shelter management and poor pet distribution. He stated education was the key to improving the situation.

William Baker said he was the manager and trainer at Puppies Plus. He stated he volunteered for rescues and shelters in the past. He mentioned there was animal abuse inflicted by the volunteers. He concluded by stating the dogs at Puppies Plus were well-loved and taken care of.

John Potash stated he had reservations with the Code. He asked the Board, as well as staff, to continue to work with the actual stake-holders to create fair and reasonable regulations which addressed animal welfare concerns while maintaining the rights and freedoms of citizens and local businesses.

Commissioner Herman spoke about the freedom of choice, and about her personal experiences with raising and training dogs. She said she spent Black Friday at Puppies Plus where she had the opportunity to meet the entire staff. She stated she watched over 100 people visit the store. She added the store was very clean. She mentioned she also raised horses and cattle. She expressed her concerns regarding the lack of clarity as to which animals were being addressed in the bill. Her other concerns included the exemption of veterinarians from the bill, the unknown number of unscheduled inspections, the 72 hour hold-time for pets being sold by a pet store being too long, and the lack of information about the administrative hearing officer position. She did not believe the ordinance was ready for use.

Commissioner Hartung agreed with Commissioner Herman regarding the need to clarify the language within the Code. He believed the definition of animal establishments should be defined. He was also concerned with the vagueness of what the

industry standards were. He stated there should not be any exemptions for certain businesses.

Commissioner Jung noted the concerns regarding the exemption of veterinarians, zoos and rescues from the Code. She asked who oversaw those businesses. She also sought clarification as to what types of animals were being regulated by Animal Services.

Mr. Smith replied by stating veterinarians who had established boarding facilities within their clinics were regulated by the Nevada State Board of Veterinary Medical Examiners, which also oversaw animal rescues. Regarding zoos, he said they were not part of the ordinance. He clarified that commercial animal establishments were businesses such as a pet store, kennel or boarding facility.

Commissioner Jung asked if the language was specific regarding the commercial animal establishments to which Mr. Smith replied yes. Commissioner Jung then asked if the District Attorney who assisted Animal Services approved or reviewed the language to ensure the County was conforming to the law. Mr. Smith replied yes, that Animal Services worked very closely with the District Attorney's Office. He continued by stating verbiage had been added to the Ordinance at the request of the Board to state, "Each commercial establishment shall house its animals in accordance with industry standards." He noted horses did not belong on concrete and he mentioned the industry standards used for horses were from the University of California, Davis.

In response to Commissioner Jung's question about the number of administrative hearing officers in the County, Paul Lipparelli, Legal Counsel, stated there was an administrative hearing chapter within the County Code. He noted community services and zoning issues along with animal enforcement issues and other violations of Codes could be adjudicated by hearing officers. He mentioned the County's approach had been to use a list of pro-tem judges which the Justice Court selected. He also mentioned there was a process underway to consider having the County's own pool of administrative hearing officers who had demonstrated the qualifications to conduct administrative hearings.

Commissioner Jung and Mr. Smith discussed the amount of time and effort that went into the Ordinance. Mr. Smith mentioned there were open forums and sit-downs with the public which led Animal Services to conclude the Ordinance would be acceptable. Commissioner Jung added the County had done its due diligence. She stated the idea of making the County an adoption only County had nothing to do with the Ordinance.

Commissioner Hartung asked Mr. Smith to clarify his comments about the industry standards from the University of California, Davis. Mr. Smith stated when Animal Services responded to a horse investigation it utilized similar standards to the minimum industry standards from the University of California, Davis.

Commissioner Hartung stated he would be more comfortable if Animal Services called out the specific standards it was utilizing. He suggested adding a link to the particular industry standard rather than adding more pages to the Code. He continued to express his concerns regarding the language in the Code but he added he had no issues with the 72 hour hold-time for pets being sold out of a pet store. He mentioned the language regarding penalties was addressed and outlined.

Chair Berkbigler questioned whether it would be normal to detail all the various specific industry standards. She also sought clarification as to the reason changes to the language were needed. Mr. Smith stated it was not something typically added to the Code. He acknowledged that the changes were to clarify the procedures and regulations. He explained the Code was an outline of what the Board expected Animal Services to follow. Policies and procedures were then put together in accordance with the Code.

Chair Berkbigler thought Commissioner Hartung's point was valid but she suggested the clarification of the industry standards be placed in the regulations rather than the Code. Mr. Smith added Animal Services could bring the regulation before the Board to be vetted.

Commissioner Hartung believed it was important to explain where the standards were obtained from rather than saying it was a uniform Code or industry standards.

Mr. Lipparelli stated with Commissioner Lucey's abstention, under Nevada Revised Statute (NRS) 281, the number of votes required to pass an item was reduced by his abstention as if he was not a member of the Board. He said in this instance the Board needed three votes to pass any Ordinance. He clarified that the item scheduled was the second reading and possible adoption of the Ordinance. The first reading had already been held, and there was a time period of 35 days during which time the Board had to act. He said the Board could approve the Ordinance, take no action which would essentially cause the process to start over with the first reading, or it could act to turn down or reject the Ordinance as proposed and suggest certain specific changes be made in order for a revised version to be brought back on a first reading.

Commissioner Jung moved to adopt Ordinance 1572.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly failed with Commissioner Lucey abstaining, and Commissioners Herman and Hartung voting "no".

After the vote, Commissioner Hartung stated the Ordinance would be fixed with simple tweaks to the language relating to the definition of animals and the specification of the standards.

In response to Chair Berkbigler's comment about the continuation of discussion needing to be under Agenda Item 30, Mr. Lipparelli noted the motion failed; however, the item was still open if the Board wanted to take action or direct staff.

Commissioner Hartung directed staff to specify the standard the County would be utilizing and to be more definitive as to what type of animals were being addressed under the definition of a commercial animal establishment.

Commissioner Herman concurred that the definition of animal needed to be specified.

15-1055 **AGENDA ITEM 29** Public Comment.

No public comment.

15-1056 **AGENDA ITEM 30** Announcements/Reports.

No comments.

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COMMUNICATIONS AND REPORTS

The following communications and reports were received, duly noted, and ordered placed on file with the Clerk:

FINANCIAL STATEMENTS:

15-1057 Gerlach General Improvement District 2015 Audited Financial Statement for fiscal year ending June 30, 2015.

MONTHLY STATEMENTS

15-1058 Monthly Statement of Washoe County Treasurer for month ending September 30, 2015.

15-1059 Monthly Statement of Washoe County Treasurer for month ending October 31, 2015.

QUARTERLY FINANCIAL STATEMENTS

15-1060 Sheriff's Office - First Quarter Report of Civil Fees and Commissions for fiscal Year 2014-2015.

15-1061 Office of the Constable – Quarterly Report of Revenues Received for the period Ending September, 2015.

15-1062 Washoe County School District's Financial Report for the Fourth Quarter of FY 2014-2015, ending June 30, 2015.

15-1063 County Clerk's Quarterly Financial Statement, Quarter FY 2015-2016.

* * * * *

7:44 p.m. There being no further business to discuss, the meeting was adjourned without objection.

MARSHA BERKBIGLER, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

Minutes Prepared by:
Doni Gassaway, Deputy County Clerk
Michael Siva, Deputy County Clerk

APN: 538-204-07

*When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540545

12/10/2015 09:40:01 AM

Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Pebble Creek - Unit 6A
Subdivision Tract Map No. 5086)

The Official Plat of Pebble Creek – Unit 6A, Subdivision Tract Map No. 5086, Section 11, Township 21 North, Range 20 East, MDM, Document No. 4372162 recorded July 11, 2014, as described and shown on Exhibit “A” (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Spanish Sand Court, a portion of Spanish Sand Drive, a portion of Topaz Creek Drive, and a portion of Mystic Sands Drive, as shown on the attached Exhibit “A”, was offered for dedication by Official Plat of Pebble Creek – Unit 6A, Subdivision Tract Map No. 5086, Document No. 4372162 recorded on July 11, 2014; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

15-1015

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

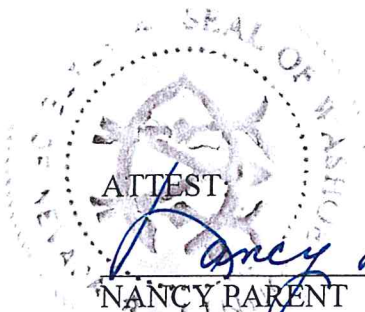
WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Spanish Sand Court, a portion of Spanish Sand Drive, a portion of Topaz Creek Drive, and a portion of Mystic Sands Drive as shown on Exhibit "A" as part of a portion of Official Plat of Pebble Creek – Unit 6A, Subdivision Tract Map No. 5086 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkgigler, Chair
Washoe County Commission

12/8, 2015
Dated






ATTEST

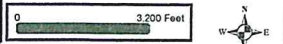
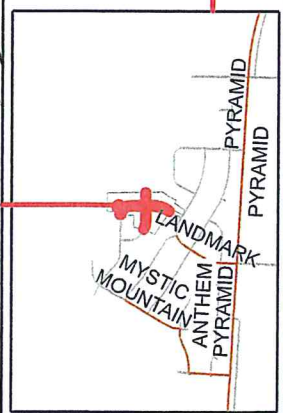
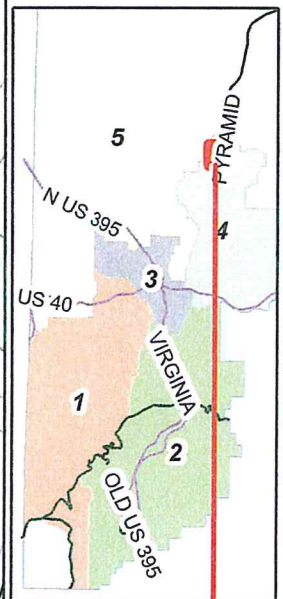
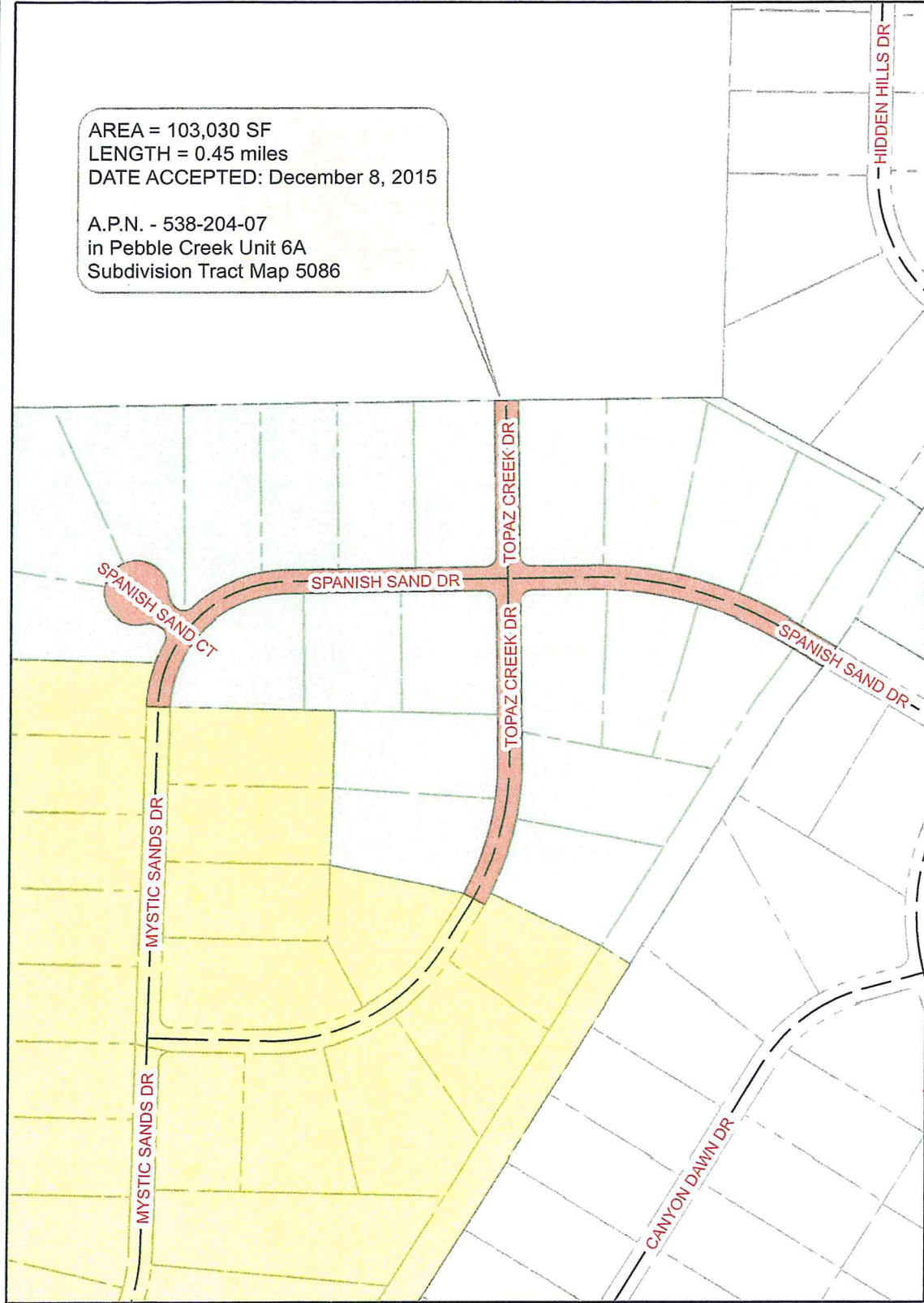

NANCY PARENT
Washoe County Clerk

PEBBLE CREEK UNIT 6A

EXHIBIT A

AREA = 103,030 SF
 LENGTH = 0.45 miles
 DATE ACCEPTED: December 8, 2015
 A.P.N. - 538-204-07
 in Pebble Creek Unit 6A
 Subdivision Tract Map 5086

-  Road_to_be_accepted
-  SUBDIVISIONS
-  Property Boundary



ROADS TO BE ACCEPTED in Spanish Springs PEBBLE CREEK UNIT 6A



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 November, 2015

Washoe County Community Services Department
 Engineering & Capital Projects Division



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

APN: 538-213-18 and 538-203-11

*When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540546

12/10/2015 09:40:01 AM

Requested By

WASHOE COUNTY CLERK

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Pebble Creek - Unit 6B
Subdivision Tract Map No. 5114)

The Official Plat of Pebble Creek – Unit 6B, Subdivision Tract Map No. 5114, Section 11, Township 21 North, Range 20 East, MDM, Document No. 4446251 recorded March 12, 2015, as described and shown on Exhibit “A” (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Mystic Mountain Court, a portion of Mystic Mountain Drive, a portion of Mystic Sands Drive, and a portion of Topaz Creek Drive, as shown on the attached Exhibit “A”, was offered for dedication by Official Plat of Pebble Creek – Unit 6B, Subdivision Tract Map No. 5114, Document No. 4446251 recorded on March 12, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

15-1015

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

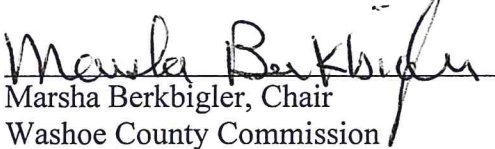
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Mystic Mountain Court, a portion of Mystic Mountain Drive, a portion of Mystic Sands Drive, and a portion of Topaz Creek Drive as shown on Exhibit "A" as part of a portion of Official Plat of Pebble Creek – Unit 6B, Subdivision Tract Map No. 5114 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission

1218, 2015
Dated

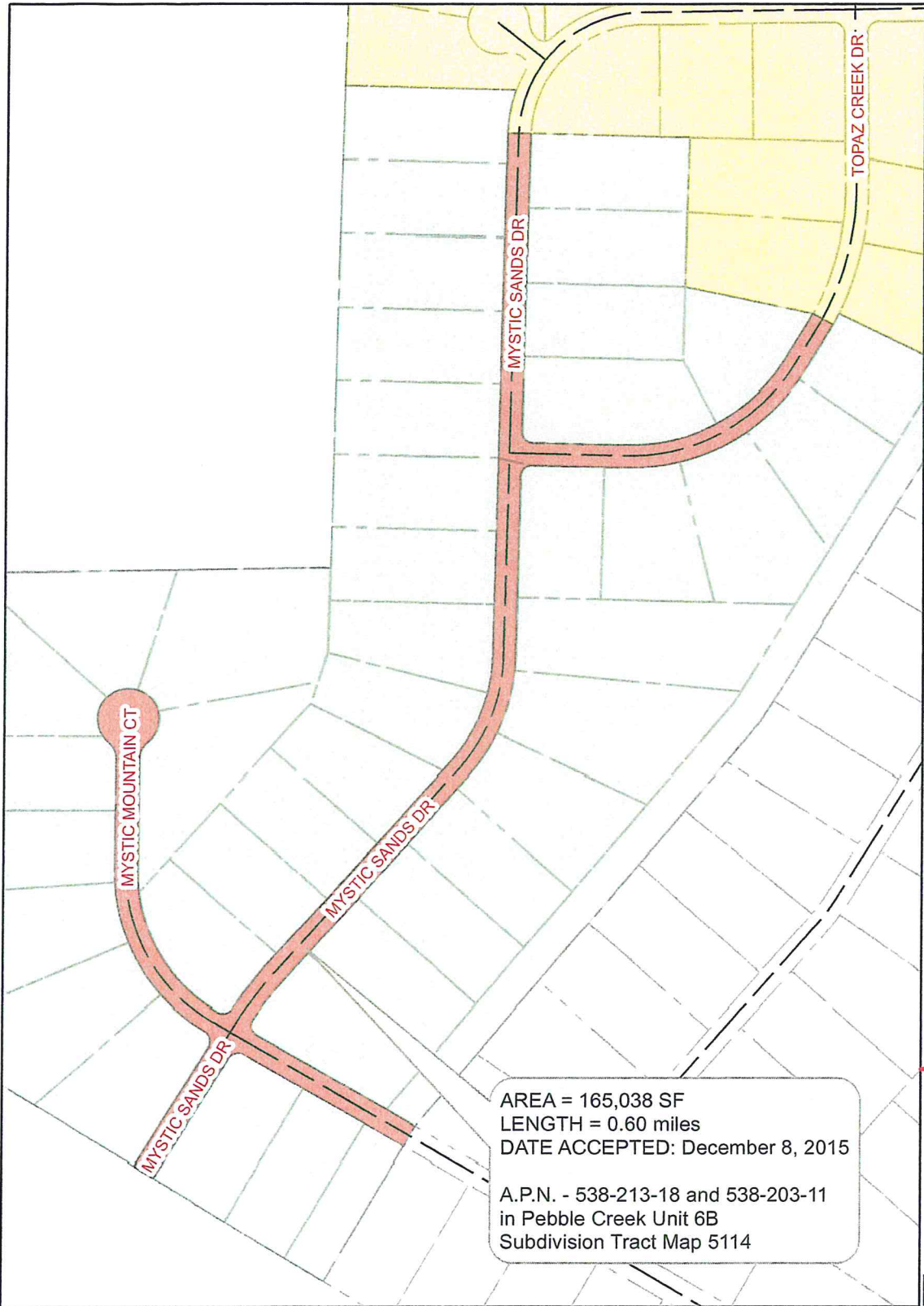

ATTEST:

NANCY PARENT
Washoe County Clerk

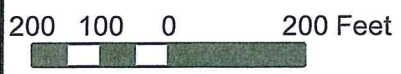
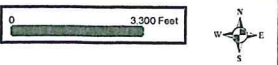
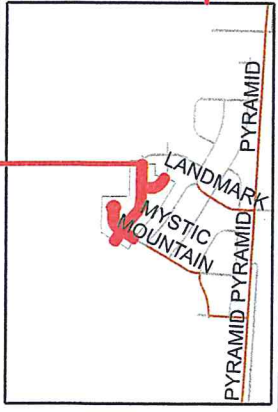
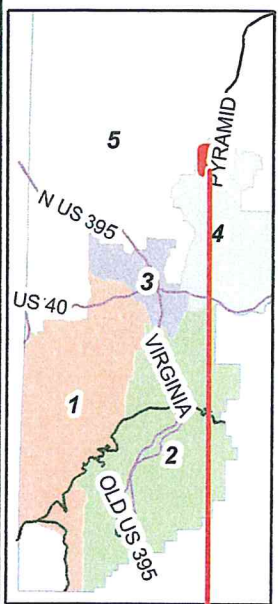
PEBBLE CREEK UNIT 6B

EXHIBIT A

- Road_to_be_accepted
- SUBDIVISIONS
- Property Boundary



AREA = 165,038 SF
 LENGTH = 0.60 miles
 DATE ACCEPTED: December 8, 2015
 A.P.N. - 538-213-18 and 538-203-11
 in Pebble Creek Unit 6B
 Subdivision Tract Map 5114



ROADS TO BE ACCEPTED in Spanish Springs PEBBLE CREEK UNIT 6B



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 November, 2015

Washoe County Community Services Department
Engineering & Capital Projects Division



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Cathernie Smith

Signature

December 10, 2015

Date

Cathernie Smith

Printed Name

APN: 534-624-08 and 534-617-15

*When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540547

12/10/2015 09:40:01 AM
Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Donovan Ranch – Phase 3
Subdivision Tract Map No. 5122)

The Official Plat of Donovan Ranch – Phase 3, Subdivision Tract Map No. 5122, Section 24, Township 21 North, Range 20 East, MDM, Document No. 4478183 recorded June 11, 2015, as described and shown on Exhibit “A” (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Valley Crest Drive, Valley Sage Drive, Vista Grande Drive, Vista Park Drive, a portion of Horizon Ridge Road, and a portion of Shady Valley Road, as shown on the attached Exhibit “A”, was offered for dedication by Official Plat of Donovan Ranch – Phase 3, Subdivision Tract Map No. 5122, Document No. 4478183 recorded on June 11, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

15-1015

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Valley Crest Drive, Valley Sage Drive, Vista Grande Drive, Vista Park Drive, a portion of Horizon Ridge Road, and a portion of Shady Valley Road as shown on Exhibit "A" as part of a portion of Official Plat of Donovan Ranch – Phase 3, Subdivision Tract Map No. 5122 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS

Marsha Berkgigler
Marsha Berkgigler, Chair
Washoe County Commission

1218, 2015
Dated






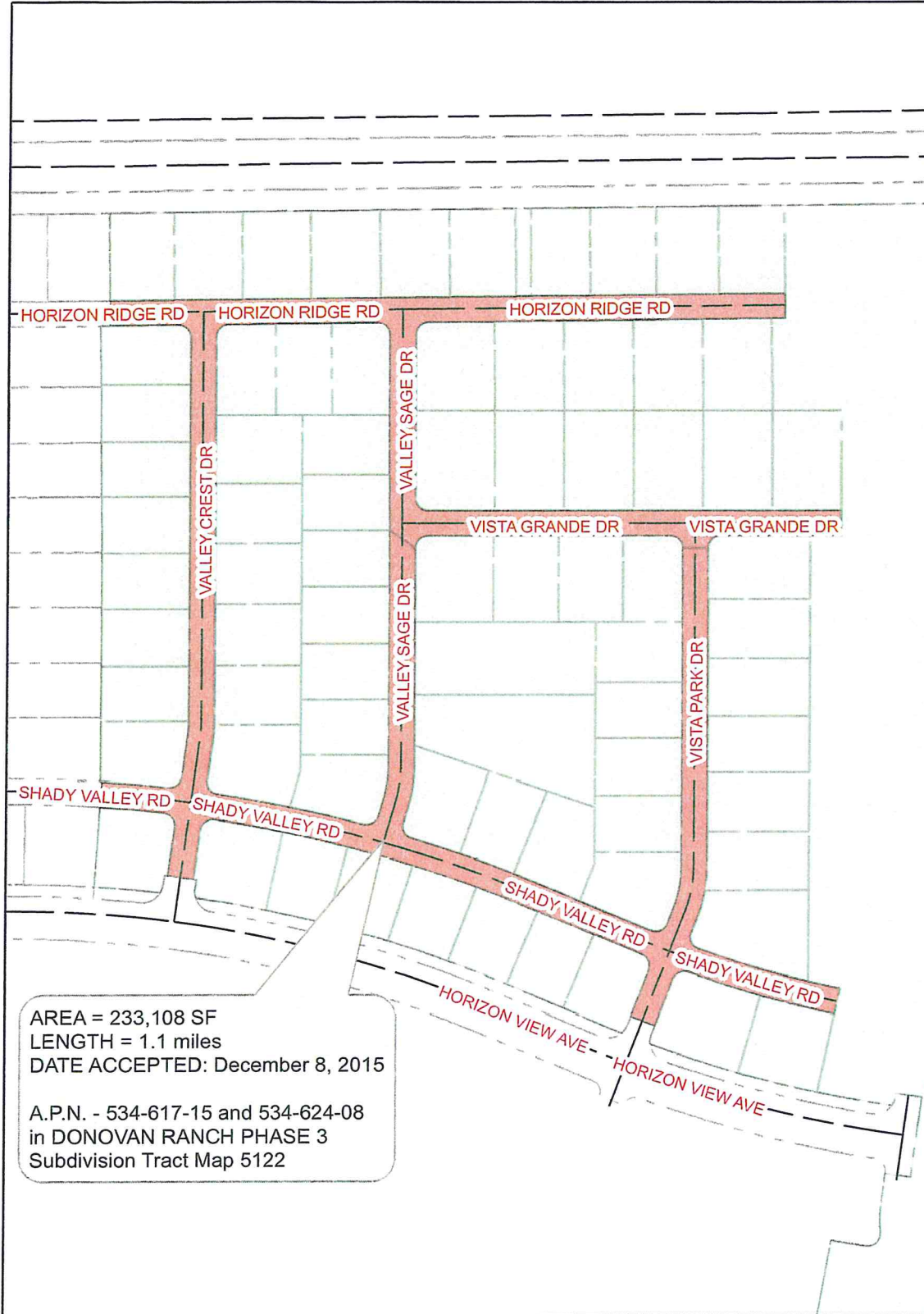
ATTEST:

Nancy L. Parent
NANCY PARENT
Washoe County Clerk

DONOVAN RANCH PHASE 3

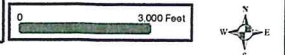
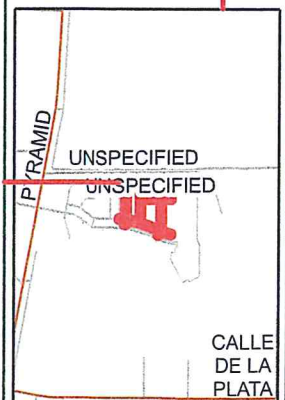
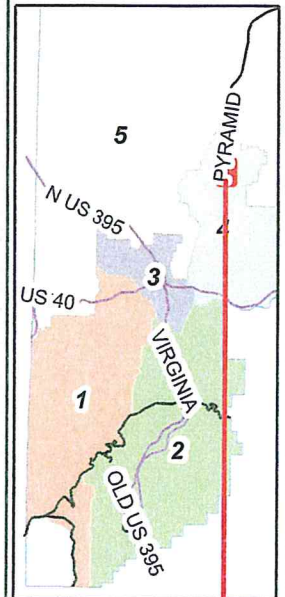
EXHIBIT A

-  Road to be accepted
-  SUBDIVISIONS
-  Property Boundary

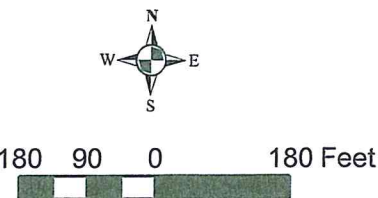



AREA = 233,108 SF
 LENGTH = 1.1 miles
 DATE ACCEPTED: December 8, 2015

 A.P.N. - 534-617-15 and 534-624-08
 in DONOVAN RANCH PHASE 3
 Subdivision Tract Map 5122



ROADS TO BE ACCEPTED in Spanish Springs DONOVAN RANCH PHASE 3




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 November, 2015

Washoe County Community Services Department
Engineering & Capital Projects Division



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

APN: 532-142-11

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Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540548

12/10/2015 09:40:01 AM
Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Lawrence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Eagle Canyon Ranch – Unit 1
Subdivision Tract Map No. 5124)

The Official Plat of Eagle Canyon Ranch - Unit 1, Subdivision Tract Map No. 5124, Section 27, Township 21 North, Range 20 East, MDM, Document No. 4485157 recorded June 30, 2015, as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Rudy Way and a portion of Rosy Finch Drive, as shown on the attached Exhibit "A", was offered for dedication by Official Plat of Eagle Canyon Ranch – Unit 1, Subdivision Tract Map No. 5124, Document No. 4485157 recorded on June 30, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

15-1015

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

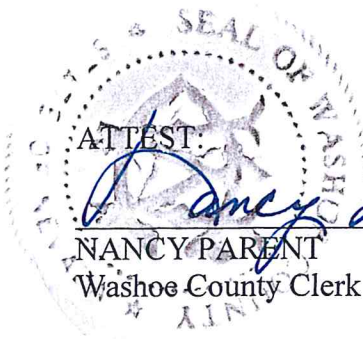
NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that a portion of Rudy Way and a portion of Rosy Finch Drive as shown on Exhibit "A" as part of a portion of Official Plat of Eagle Canyon Ranch – Unit 1, Subdivision Tract Map No. 5124 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS



Marsha Berkgigler, Chair
Washoe County Commission

12/8, 2015
Dated






ATTEST:


NANCY PARENT
Washoe County Clerk

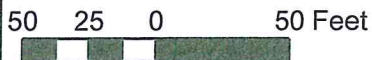
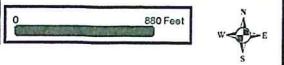
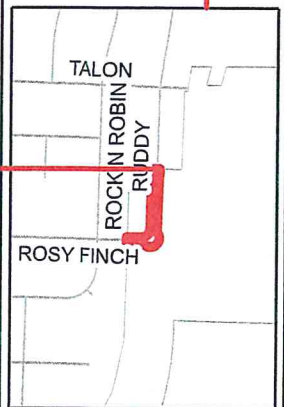
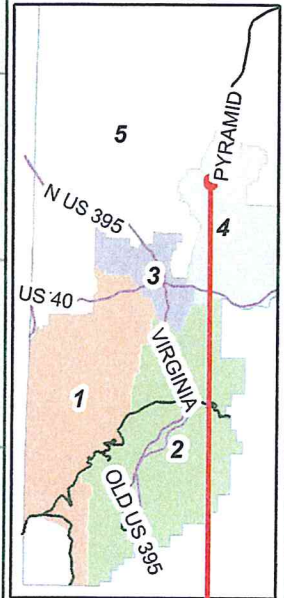
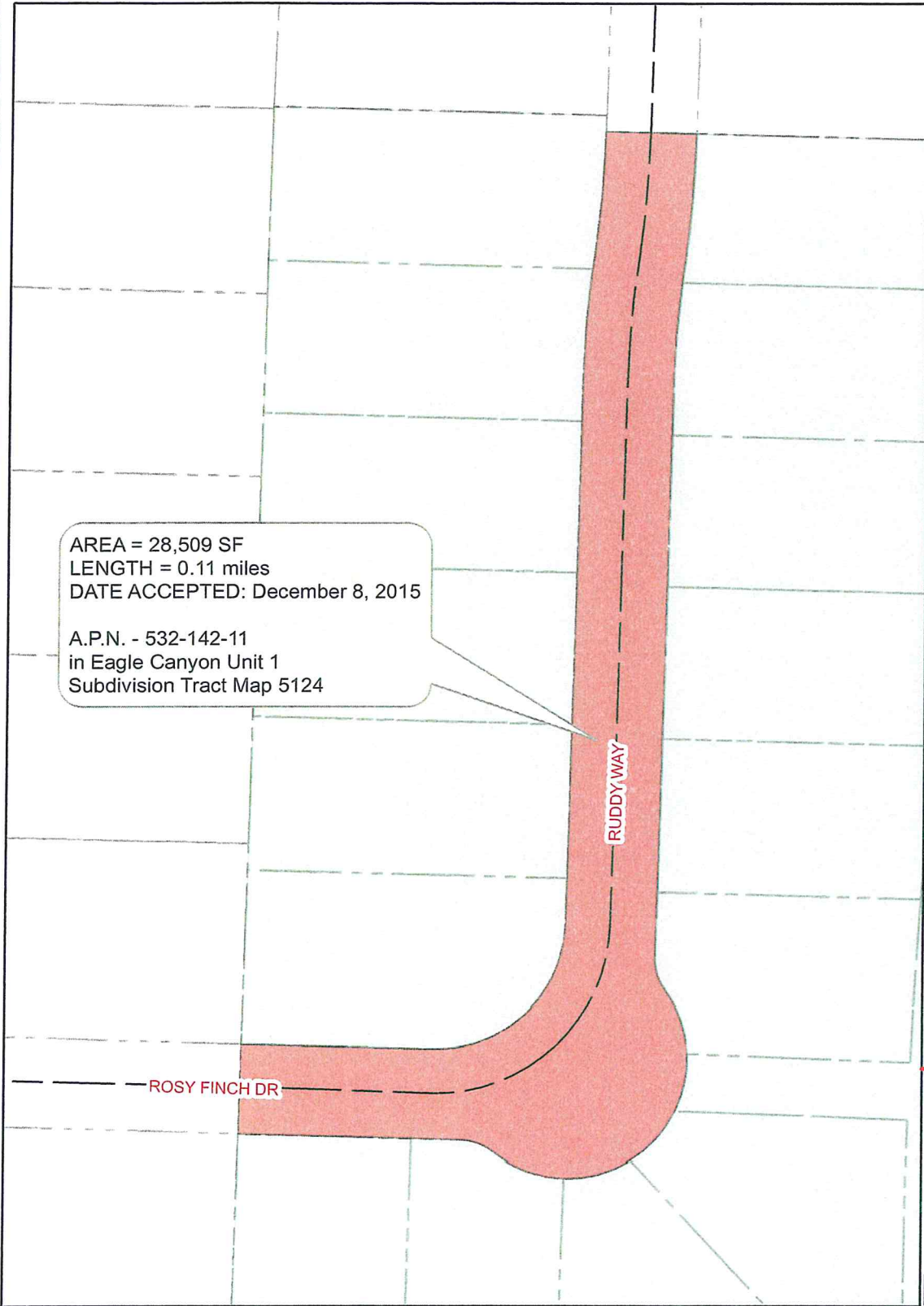
EAGLE CANYON RANCH UNIT 1

EXHIBIT A


-  Road_to_be_accepted
-  SUBDIVISIONS
-  Property Boundary

AREA = 28,509 SF
 LENGTH = 0.11 miles
 DATE ACCEPTED: December 8, 2015

A.P.N. - 532-142-11
 in Eagle Canyon Unit 1
 Subdivision Tract Map 5124



ROADS TO BE ACCEPTED in Spanish Springs EAGLE CANYON RANCH UNIT 1

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 November, 2015

Washoe County Community Services Department
 Engineering & Capital Projects Division



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KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

APN: 534-632-04

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Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540549

12/10/2015 09:40:01 AM

Requested By

WASHOE COUNTY CLERK

Washoe County Recorder

Laurence R. Burtness - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Autumn Trails – Unit 1
Subdivision Tract Map No. 5127)

The Official Plat of Autumn Trails - Unit 1, Subdivision Tract Map No. 5127, Section 25, Township 21 North, Range 20 East, MDM, Document No. 4491548 recorded July 15, 2015, as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Buckle Court, Highball Court, Longridge Drive and portion of Hayfield Drive, as shown on the attached Exhibit "A", was offered for dedication by Official Plat of Autumn Trails – Unit 1, Subdivision Tract Map No. 5127, Document No. 4491548 recorded on July 15, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

15-1015

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

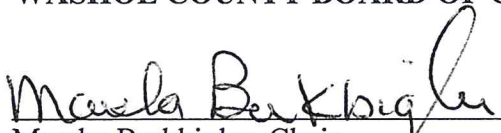
WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Buckle Court, Highball Court, Longridge Drive and portion of Hayfield Drive as shown on Exhibit "A" as part of a portion of Official Plat of Autumn Trails – Unit 1, Subdivision Tract Map No. 5127 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission




12/18, 2015
Dated

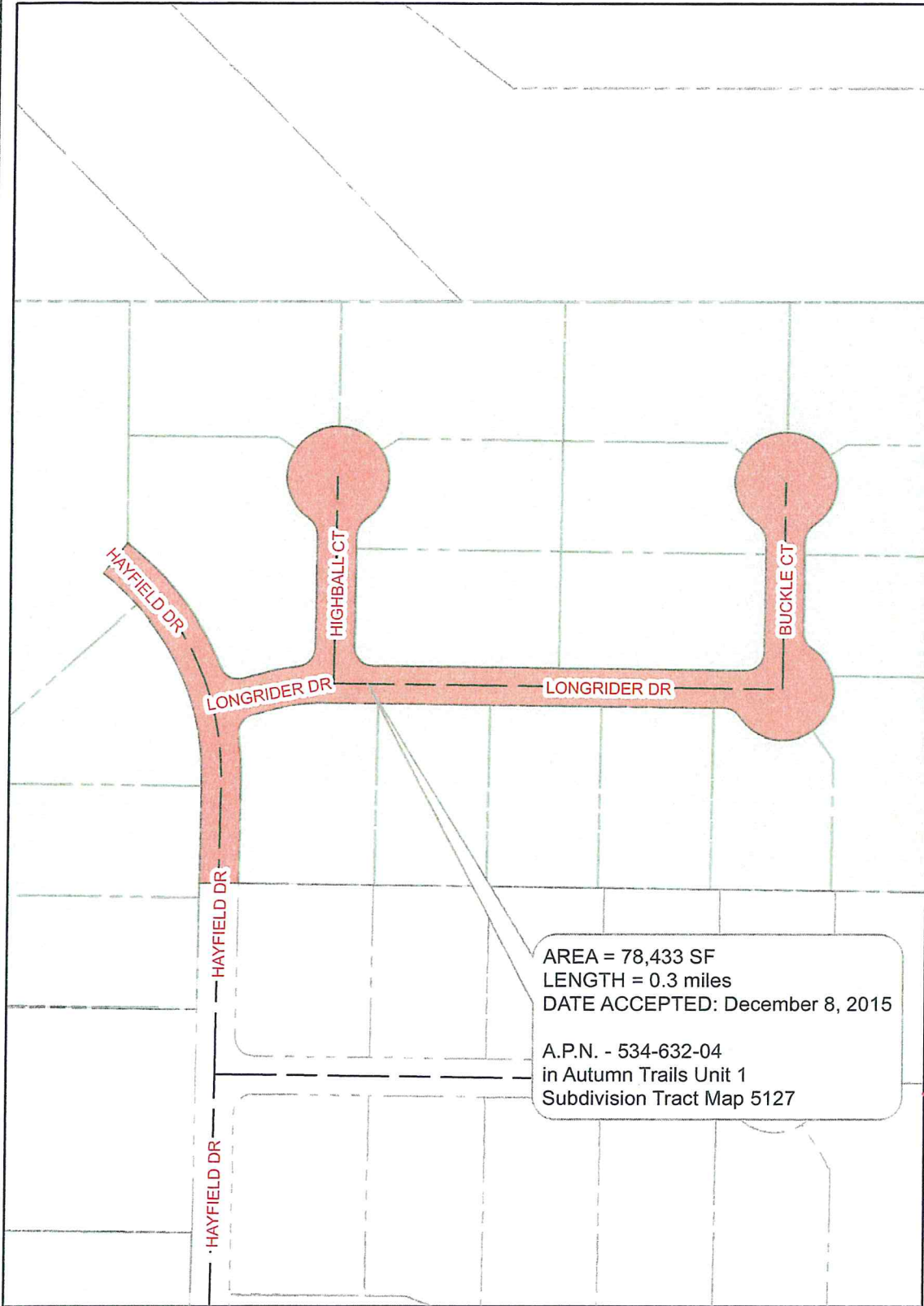

ATTEST:

NANCY PARENT
Washoe County Clerk

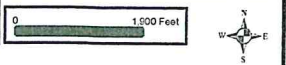
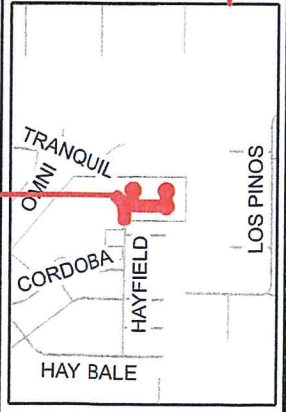
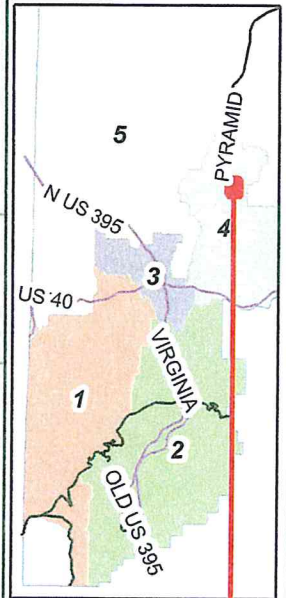
AUTUMN TRAILS UNIT 1

EXHIBIT A

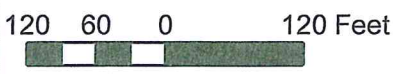
-  Road_to_be_accepted
-  SUBDIVISIONS
-  Property Boundary




AREA = 78,433 SF
 LENGTH = 0.3 miles
 DATE ACCEPTED: December 8, 2015
 A.P.N. - 534-632-04
 in Autumn Trails Unit 1
 Subdivision Tract Map 5127



ROADS TO BE ACCEPTED in Spanish Springs AUTUMN TRAILS UNIT 1



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 November, 2015

Washoe County Community Services Department
 Engineering & Capital Projects Division



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PHONE (775) 328-3661
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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

APN: 556-592-10

*When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520*

DOC # 4540550

12/10/2015 09:40:01 AM
Requested By
WASHOE COUNTY CLERK
Washoe County Recorder
Laurence R. Burtness - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Woodland Village Phase 19
Subdivision Tract Map No. 5120)

The Official Plat of Woodland Village Phase 19, Subdivision Tract Map No. 5120, Section 15, Township 21 North, Range 18 East, MDM, Document No. 44969354 recorded May 15, 2015, as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for Giant Panda Court, Kodiak Bear Court, Polar Bear Court, a portion of Polar Bear Drive, and a portion of Desert Lake Drive, as shown on the attached Exhibit "A", was offered for dedication by Official Plat of Woodland Village Phase 19, Subdivision Tract Map No. 5120, Document No. 4469354 recorded on May 15, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

15-1015

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

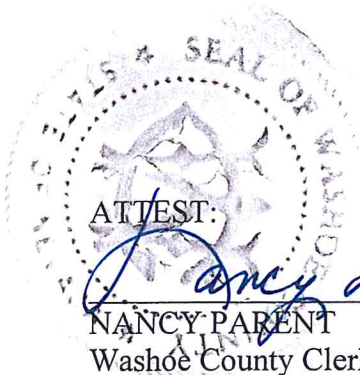

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that Giant Panda Court, Kodiak Bear Court, Polar Bear Court, a portion of Polar Bear Drive, and a portion of Desert Lake Drive as shown on Exhibit "A" as part of a portion of Official Plat of Woodland Village Phase 19, Subdivision Tract Map No. 5120 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS





Marsha Berkgigler, Chair
Washoe County Commission

12 / 18, 2015
Dated


ATTEST:

NANCY PARENT
Washoe County Clerk

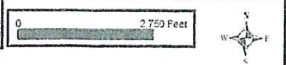
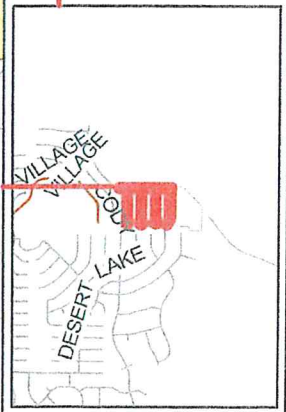
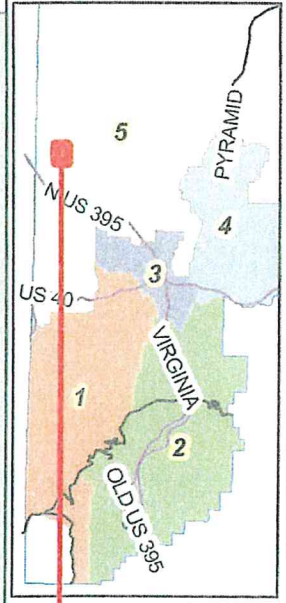
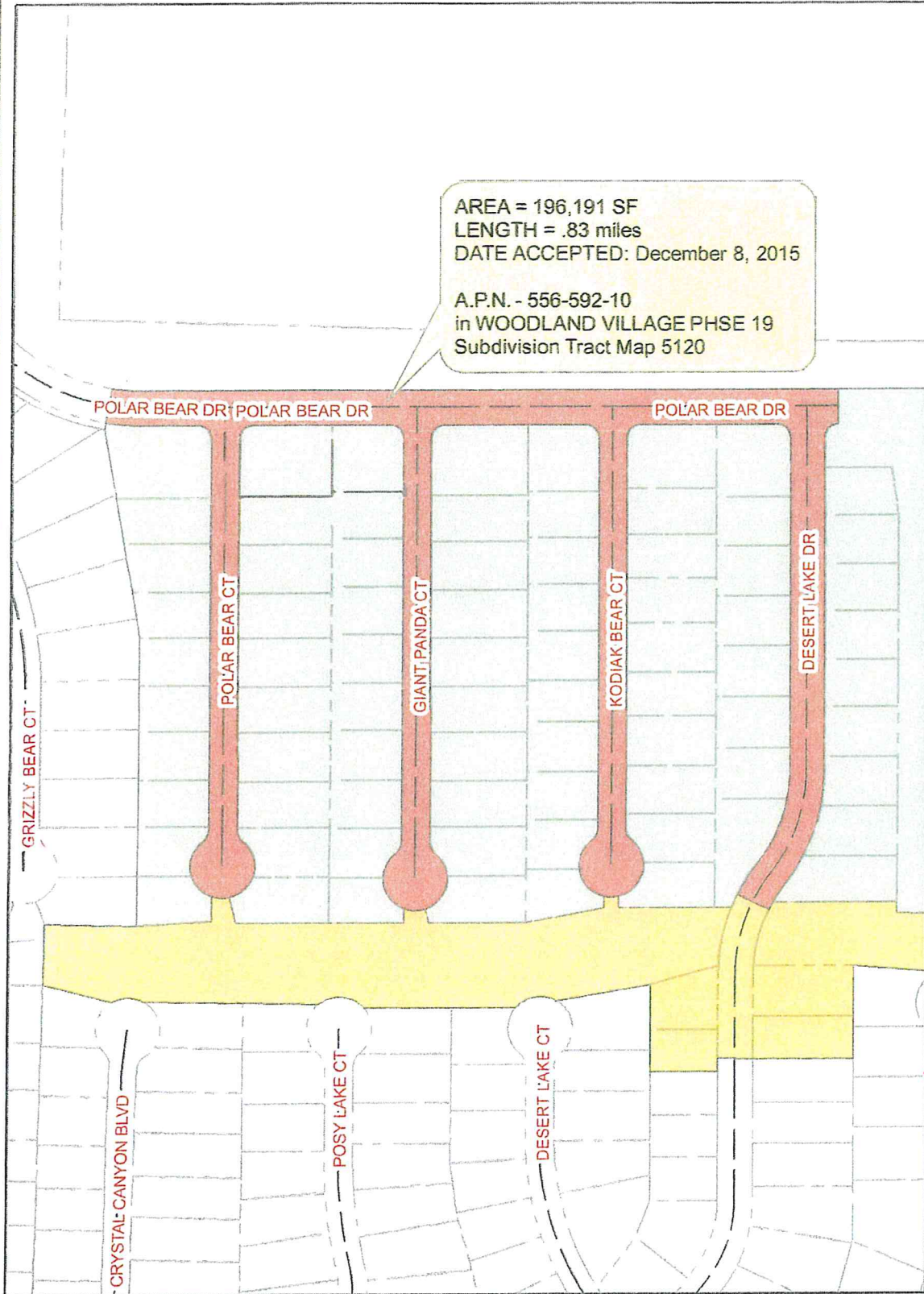
WOODLAND VILLAGE PHASE 19

EXHIBIT A

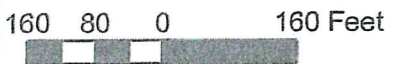
-  Road_to_be_accepted
-  SUBDIVISIONS
-  Property Boundary


AREA = 196,191 SF
 LENGTH = .83 miles
 DATE ACCEPTED: December 8, 2015

A.P.N. - 556-592-10
 in WOODLAND VILLAGE PHSE 19
 Subdivision Tract Map 5120



ROADS TO BE ACCEPTED in Cold Springs WOODLAND VILLAGE PHASE 19



 Notes: The Scale and configuration of all Information shown hereon are approximate only and are not intended as a guide for design or survey work. Reproduction is not permitted without prior written permission from the Washoe County Community Services Department.
 November, 2015

Washoe County Community Services Department
Engineering & Capital Projects Division



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

APN: 556-572-04

When recorded return to:
Washoe County Engineering & Capital Projects Division
PO Box 11130
Reno, NV 89520

DOC # 4540551

12/10/2015 09:40:01 AM

Requested By

WASHOE COUNTY CLERK

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$0.00 RPTT: \$0.00

Page 1 of 4



RESOLUTION ACCEPTING REAL PROPERTY
FOR USE AS A PUBLIC STREET
(A portion of Official Plat of Woodland Village Phase 18
Subdivision Tract Map No. 5087)

The Official Plat of Woodland Village Phase 18, Subdivision Tract Map No. 5087, Section 15, Township 21 North, Range 18 East, MDM, Document No. 4378677 recorded July 31, 2015, as described and shown on Exhibit "A" (a copy is attached and is incorporated by reference).

WHEREAS, it is a function of the County of Washoe to operate and maintain public streets; and

WHEREAS, the right of way for a portion of Desert Lake Drive, as shown on the attached Exhibit "A", was offered for dedication by Official Plat of Woodland Village Phase 18, Subdivision Tract Map No. 5087, Document No. 4378677 recorded on July 31, 2015; and

WHEREAS, said offer of dedication was rejected by the Director of Planning and Development Division because said road was not constructed to Washoe County standards; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved any streets are rejected the offer of dedication shall be deemed to remain open and

15-1015

the governing body may by resolution at any later date, and without further action by the property owner, rescind its action and accept the street for public use; and

WHEREAS, said streets have been inspected and constructed and now meet current County standards; and

WHEREAS, said streets are necessary for public access; and

WHEREAS, the Washoe County Board of Commissioners finds that it is in the best interest of the public to accept said streets.

NOW, THEREFORE, BE IT RESOLVED, by the Washoe County Board of Commissioners, pursuant to NRS 278.390, that a portion of Desert Lake Drive as shown on Exhibit "A" as part of a portion of Official Plat of Woodland Village Phase 18, Subdivision Tract Map No. 5087 (as described and shown on Exhibit "A", a copy is attached and is incorporated by reference) is hereby accepted.

WASHOE COUNTY BOARD OF COMMISSIONERS


Marsha Berkbigler, Chair
Washoe County Commission

12/8, 2015
Dated



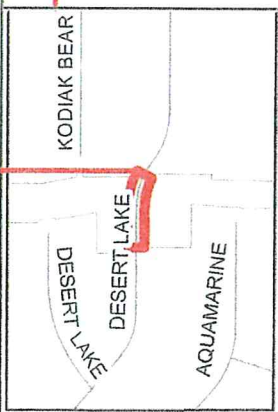
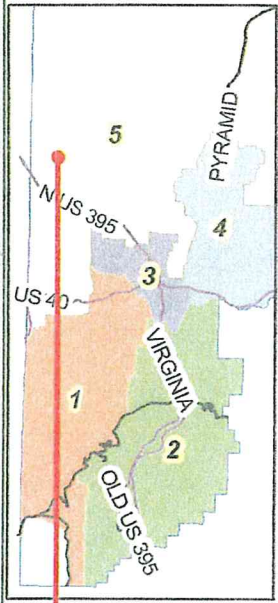
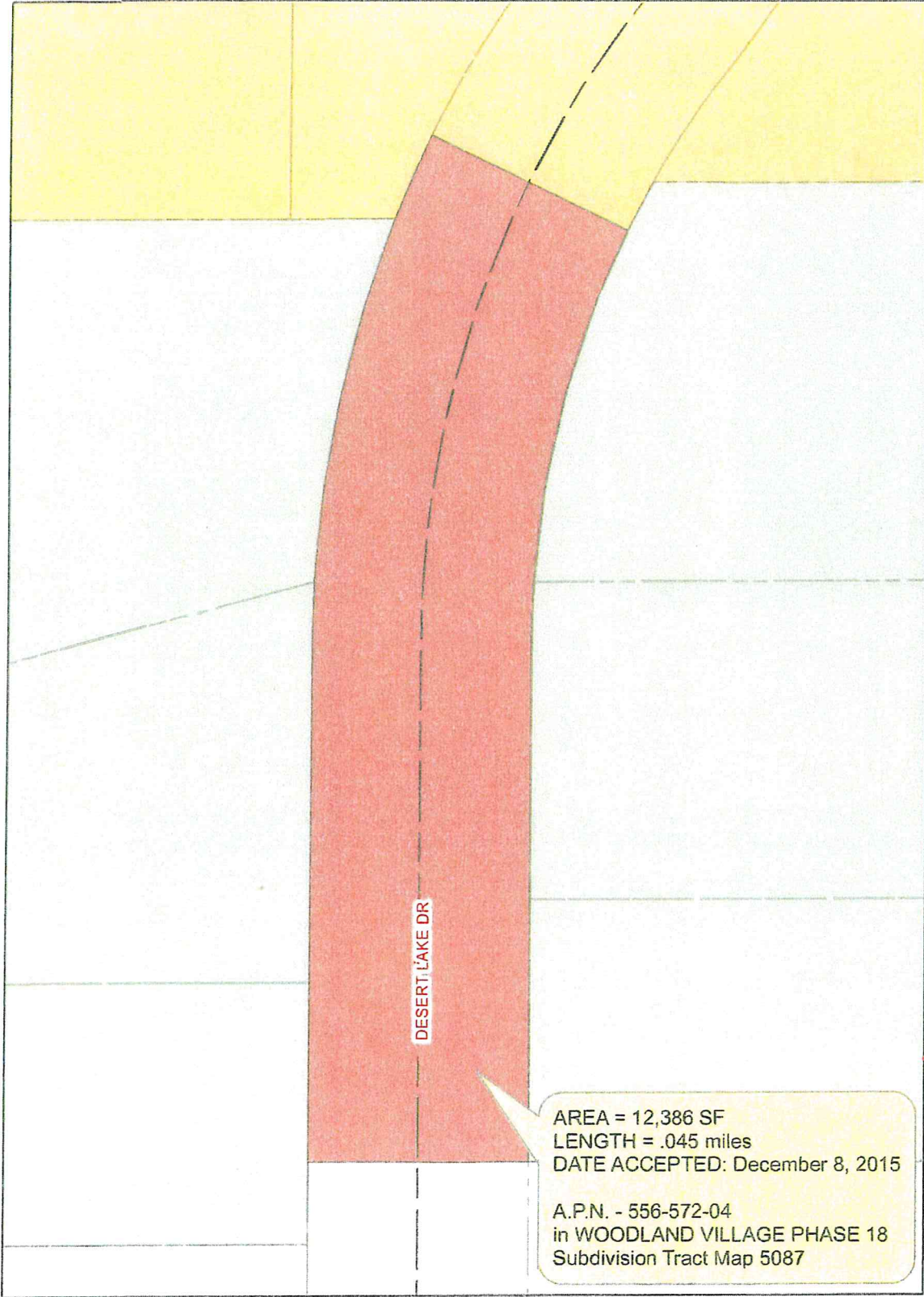
ATTEST:

NANCY PARENT
Washoe County Clerk

WOODLAND VILLAGE PHASE 18

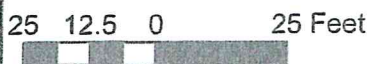
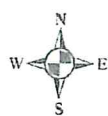
EXHIBIT A

- Road_to_be_accepted
- SUBDIVISIONS
- Property Boundary



AREA = 12,386 SF
LENGTH = .045 miles
DATE ACCEPTED: December 8, 2015

A.P.N. - 556-572-04
in WOODLAND VILLAGE PHASE 18
Subdivision Tract Map 5087



ROADS TO BE ACCEPTED in Cold Springs WOODLAND VILLAGE PHASE 18

Notes: The Scale and configuration of all information shown hereon are approximate only and are not intended as a guide for design or survey work. Reproduction is not permitted without prior written permission from the Washoe County Community Services Department.
November, 2015

Washoe County Community Services Department
Engineering & Capital Projects Division



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KATHRYN L. BURKE, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
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By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Catherine Smith

Signature

December 10, 2015

Date

Catherine Smith

Printed Name

**ACTION OF THE BOARD OF COUNTY COMMISSIONERS
FOR WASHOE COUNTY DEFERRED COMPENSATION PLAN
TAKEN AS OF DECEMBER 8, 2015**

The undersigned hereby take the following corporate action with respect to the Washoe County Deferred Compensation Plan:

RESOLVED, that the Washoe County Board of County Commissioners appoint Reliance Trust Company, 1100 Abernathy Road 500 Northpark, Suite 400 Atlanta, GA 30328 as Trustee with Respect to the Washoe County Deferred Compensation Plan effective November 17, 2015.

RESOLVED, that the Board of County Commissioners authorizes the plan recordkeeper, MassMutual, as an agent of the Trustee as indicated in the Trust Agreement.

There being no further business the undersigned had caused this Consent to be executed in their capacity as the Chair of the Board of County Commissioners of Washoe County.

This resolution is adopted this 8th day of December, 2015

BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA

By Marsha Berkbigler
MARSHA BERKBIGLER
CHAIR, WASHOE COUNTY COMMISSION

15-1021

ATTEST:

Nancy L. Parent
NANCY PARENT, County Clerk



RESOLUTION
TO AUGMENT THE BUDGET OF THE WASHOE COUNTY REGIONAL PUBLIC
SAFETY TRAINING CENTER SPECIAL REVENUE FUND

WHEREAS, the Washoe County Regional Public Safety Training Center (RPSTC) Special Revenue Fund has sufficient available resources consisting of a an opening fund balance of \$479,371 which is greater than the beginning fund balance of \$256,413 budgeted in fiscal year 2015-16; and

WHEREAS, the Washoe County Regional Public Safety Training Center (RPSTC) Special Revenue Fund has the need for appropriation authority for unbudgeted expenditures; and

WHEREAS, the Washoe County Regional Public Safety Training Center (RPSTC) Special Revenue Fund also has sufficient cash to meet these additional expenditures;

NOW THEREFORE BE IT RESOLVED, by the Board of County
Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Regional Public Safety Training Center (RPSTC) Special Revenue Fund be adjusted as follows:

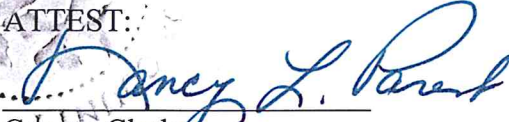
<u><i>Increase Revenues</i></u>	
RPSTC Special Revenue Fund unappropriated opening fund balance	\$92,450
<u><i>Increase Expenditures</i></u>	
C209000-781004 (Equipment Capital)	\$92,450
Total Increase in Expenditures	\$92,450

Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Department of Taxation, Comptroller, and the Budget Division.

Adopted this 8th day of December, 2015.


Chair, Washoe County
Board of County Commissioners

ATTEST:

County Clerk

15-1023

RESOLUTION NO. ____

A RESOLUTION DIRECTING THE COUNTY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; RATIFYING ALL ACTIONS PREVIOUSLY TAKEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the Board of Commissioners (the "Board") of the County of Washoe (the "County"), State of Nevada, pursuant to different ordinances heretofore duly passed and adopted, created County improvement districts as more particularly described at Exhibit A attached hereto and incorporated herein (the "Districts"), and ordered the acquisition of improvements within said Districts, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land ("properties") in the respective Districts; and

WHEREAS, the Board has by their respective ordinances levied assessments against the properties; and

WHEREAS, the Board has directed and hereby reaffirm their direction to the County Treasurer to collect and enforce the assessments in the Districts in the manner provided by Nevada's Consolidated Local Improvements Law, NRS Chapter 271; and

WHEREAS, the assessment installments on certain properties in the Districts are delinquent, as identified in Exhibit A attached hereto ("delinquent properties"), and remain delinquent after delivery by certified mail, return receipt requested, of a ten day delinquency notice to each delinquent property owner; and

WHEREAS, the Board desires that the County Treasurer proceed with a notice of the sale of the delinquent properties as provided in NRS 271.545 and sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630.

15-1030

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WASHOE, STATE OF NEVADA AS FOLLOWS:

1. The Board hereby exercises its option to cause either the delinquent installment or the whole amount of the unpaid principal of the assessments on the delinquent properties to become due and payable as provided in NRS 271.410.

2. The Board hereby ratifies all action previously taken by the County Treasurer and directs the County Treasurer to give notice of the sale of the delinquent properties and to sell the delinquent properties pursuant to NRS 271.540 to NRS 271.630. **The sale shall take place at 11:00 a.m. on January 21, 2016, in the Washoe County Central Conference Room, 1001 E 9Th St Building C, Reno Nevada,** which the Board hereby finds a convenient location within the County.

3. If some irregularity or circumstance arises before the sale of any delinquent property such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a delinquent property from sale, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal. The Treasurer shall report to the Board in writing concerning his decision to make such a withdrawal and shall state the reasons for the decision.

4. The County Treasurer shall give the notice as provided in NRS 271.545, by publication in the Reno Gazette Journal, a newspaper of general circulation in the County, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the day of sale. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the County Treasurer. The County Treasurer or his designee shall also give written notice of sale by mailing a copy of such notice, by first-class mail, postage prepaid, at least 20 days prior to the day of sale, to the last known owner or owners of all properties subject to sale or other designated person at his or

her last-known address or addresses; and to any person or governmental entity that appeared in the records of the County to have a lien or other interest in the delinquent property. Proof of such mailing shall be made by the affidavit of the County Treasurer or his designee and such proof shall be filed with the County Treasurer. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the County Treasurer until all special assessments and special assessment bonds issued (if such special assessment bonds have been or are hereafter issued) shall have been paid in full, both principal and interest, until any period of redemption has expired or property sold for an assessment, or until any claim is barred by an appropriate statute of limitations, whichever occurs last.

5. The officers of the County are hereby authorized to take all action necessary to effectuate the provisions of this Resolution.

6. The resolution is effective on passage and approval.

ADOPTED this 8th Day of December 2015, by the following vote:

AYES: Marsha Berkbigler, Kitty Jung, Vaughn Hartung, Bob Lucey, Jeannette Mar

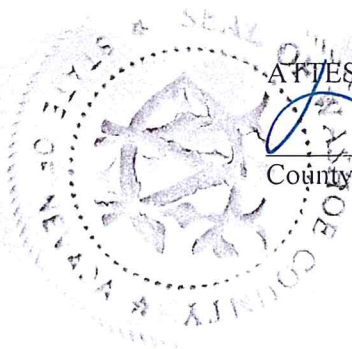
NAYS: none

ABSENT: none

ABSTAIN: none

Marsha Berkbigler
Chair
Washoe County Commission

AFFEST:
Jancy L. Parent
County Clerk



A RESOLUTION AUTHORIZING THE COUNTY TREASURER TO TRANSFER TO OTHER GOVERNMENTAL ENTITIES, REAL PROPERTY HELD IN TRUST DUE TO PROPERTY TAX DELINQUENCIES AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, after the expiration of the period of redemption for tax delinquent parcels of real property, the county tax receiver is required to execute and deliver deeds conveying title to such property to the county treasurer in trust for the use and benefit of the state and county, (NRS 361.585); and

WHEREAS, upon the order of the board of county commissioners entered upon the record of its proceedings, such tax delinquent parcels held in trust by the Treasurer may be conveyed in the manner required by state law after proper notice is given, (NRS 361.595); and

WHEREAS, attached to this resolution and incorporated herein is Exhibit A, a list of tax delinquent parcels held by the county treasurer in trust that the board of county commissioners desires to have conveyed to other governments as more specifically set forth in Exhibit A; and

WHEREAS, pursuant to NRS 361.603 local governments or the University System are authorized to acquire property held in trust by the county to serve a public purpose in return for the payment of the delinquent taxes; and

WHEREAS, pursuant to NRS 361.603 no delinquent taxes need be paid for property transferred to a local government for street, sewer or drainage uses, for use in a program for the rehabilitation of abandoned residential properties established by the local government pursuant to chapter 279B of NRS, or for use as open-space real property as designated in a city, county or regional comprehensive plan.

NOW THEREFORE BE IT HEREBY RESOLVED by the Washoe County Board of County Commissioners as follows:

1. The Washoe County Board of County Commissioners finds that transferring the parcels listed in Exhibit "A" would serve the public purposes stated in the exhibit.
2. The Washoe County Treasurer is hereby ordered pursuant to NRS 361.603 to transfer the parcels listed in Exhibit "A", item #1 to the governmental unit(s) for the purposes stated in Exhibit "A" in the manner required by state law after proper legal notice has been given.
3. If some irregularity or circumstance arises before the transfer of any certain parcel listed in the exhibits to this resolution such that in the opinion of the Washoe County Treasurer the public interest would best be served by withdrawing such a parcel from a sale or transfer, the Washoe County Treasurer is hereby expressly authorized to make such a withdrawal on behalf of the county. The Treasurer shall report to the board in writing his or her decision to make such a withdrawal and shall state the reasons for the decision. The board may thereafter permit the

15-1031

parcel to remain in trust for the benefit of the state and county or may again order it be sold or transferred.

ADOPTED this 8th day of December, 2015 by the following vote:

AYES: Marsha Berkbigler, Kitty Jung, Vaughn Hartung, Bob Lucey, and Jeanie Herman

NAYS: none.

ABSENT: none.

ABSTAIN: none.

Marsha Berkbigler
Chair
Washoe County Commission

ATTEST:
Nancy L. Paul
County Clerk



EXHIBIT "A"

2015 Tax Delinquent Parcels to be withheld
From Sale to the general public

1. The City of Sparks has requested acquisition of two parcels for street use

<u>APN</u>	<u>BACK TAX</u>
030-691-42	\$0.00
510-493-01	\$25.49

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. East William Street #108
Carson City Nevada 89701
Phone: (775) 684-3699 Fax: (775) 684-3799

and

WASHOE COUNTY FOR AND ON THE BEHALF OF
WASHOE COUNTY SOCIAL SERVICES
PO Box 11130
Reno Nevada 89520-0027
Phone: (775) 785-8600

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County Social Services hereinafter set forth are both necessary to Division of Health Care Financing & Policy (DHCFP) and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval retroactively from July 1, 2015 through June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

15-1036

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: BUDGET PROPOSAL

7. CONSIDERATION. Washoe County Social Services agrees to provide the services set forth in paragraph (6) at a cost of approximately \$437,000.00 (Four hundred thirty seven dollars and zero cents) for SFY 2016, \$475,000.00 (Four hundred seventy five thousand dollars and zero cents) for SFY 2017, \$525,000.00 (Five hundred twenty five thousand dollars and zero cents) for SFY 2018 and \$570,000.00 (Five hundred seventy thousand dollars and zero cents) for SFY 2019 with the total not exceeding \$2,007,000.00 (Two million, seven thousand dollars and zero cents) to be paid for administrative services costs only. Payments for medical Targeted Case Management services are covered under the Medicaid Provider Enrollment Agreement. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in

the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

WASHOE COUNTY ON BEHALF OF WASHOE COUNTY SOCIAL SERVICES

Masha Berkogle

Date

Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH CARE FINANCING AND POLICY

Bonnie Long

Date

Chief Fiscal Officer DHCFP

Title

Marta Jensen

Date

Acting Administrator DHCFP

Title

Richard Whitley

Date

Director DHHS

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On

(Date)

Deputy Attorney General for Attorney General, State of Nevada

On

(Date)

ATTACHMENT A

SCOPE OF WORK

TARGETED CASE MANAGEMENT (TCM) SERVICES

- I. The DHCFP agrees to perform the following services or activities, and to provide the following payment for Washoe County's services.
 - A. To work with the Federal Government, Washoe County and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX and Title XXI funds for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties;
 - B. To provide to Washoe County necessary guidance and documentation related to the utilization of Title XIX and Title XXI funding for Targeted Case Management (TCM) and other allowable activities and services. This may include provider training related to the reimbursement for TCM services, to Washoe County;
 - C. To approve a standard methodology for Washoe County to utilize in determining the reimbursable costs Washoe County may charge consistent with the Code of Federal Regulations 200, the Code of Federal Regulations 45 CFR Subtitle A, Part 92 and Subtitle E, and approved by the Division of Cost Allocation (DCA) and the Title XIX and Title XXI programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year and should be decided upon preferably before the beginning of the upcoming state fiscal year. At the end of the state fiscal year, Washoe County will have until December 1st to submit its year-end claims to the DHCFP for reconciliation and cost settlement. The DHCFP will have two years from the end of the state fiscal year to cost-settle those claims. If a Washoe County provider's interim payments exceed the actual certified cost of the provider for services to Medicaid clients, DHCFP will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to DHCFP. If the actual, certified costs exceed the interim Medicaid payments, DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement. To pay Washoe County through its Medicaid Management Information System (MMIS) for TCM claims submitted during the state fiscal year which are covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for TCM services. This medical assistance percentage

is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

- II. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
- A. To provide TCM services to eligible recipients under Title XIX and Title XXI within Washoe County, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual;
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX and Title XXI program;
 - C. To determine all expenditures in accordance with Washoe County's State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Time Study methodology, documentation of appropriate direct and indirect costs and their cost centers, and a clear distinction between Title XIX and VI-E expenditures as well as any other program expenditures. Cost allocation must be consistent with the Code of Federal Regulations 200, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by the Division of Cost Allocation (DCA). Washoe County cannot unilaterally change the method of determining how the services will be counted, or what the approved rate is once it is approved by the DHCFP;
 - D. To provide a report of services and a cost report annually, to the DHCFP for TCM services in the format approved by the DHCFP, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt). Other formats may be considered for use at the discretion of DHCFP on a case by case basis. Washoe County must provide an electronic version of their claims for submission before the DHCFP will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved cost allocation plan for Washoe County.
 - F. To provide the DHCFP with the documentation that the rate for eligible services is based upon the approved methodology of the DHCFP, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those services is made by the DHCFP. The interim rate is determined based on the actual historical costs, and is estimated after the end of the state fiscal year.
 - G. To pay the State's designated auditor the non-federal share (State's share) of those costs associated with the annual reconciliation and cost settlement.

- H. To bill the DHCFP in a timely manner for services which are allowable based upon DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to Washoe County and payment delayed or denied;
- I. To pay back any Title XIX funds received by Washoe County in the event that an audit or audit by a firm of DHCFP's choosing results in a determination that such costs were not reimbursable under the Title XIX or Title XXI programs per receipt of written notice from the DHCFP of such obligation;
- J. To provide the required State matching share for Federal Medicaid funds paid for children covered under the TCM, program. Washoe County will certify in a mutually agreed format that any and all funds used by Washoe County as match will be County or Local funds that are not used as match for any other program.

ADMINISTRATIVE SERVICES

- I. Washoe County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide Title XIX administrative services eligible for reimbursement under 42 CFR 435.1001 for children, within the County, in accordance with the State of Nevada Title XIX Medicaid State Plan Attachment B 4.19 and Nevada Medicaid Services Manual. These administrative services may include, but are not limited to utilization review, referral, arranging and follow up for Medicaid services, and resolving Medicaid eligibility and coverage issues.
 - B. To determine all expenditures in accordance with Washoe County's State approved Cost Allocation Plan (CAP). The elements of the CAP necessary for claiming expenditures and for reimbursement are a CMS approved Random Moment Time Sampling (RMTS) methodology, documentation of appropriate direct and indirect costs and their cost centers, and a clear distinction between Title IX and IV-E expenditures. Cost allocation must be consistent with the Code of Federal Regulations 200, the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by the Division of Cost Allocation (DCA).
 - C. To invoice the Division, no more than once per quarter for Medicaid Administrative services in the format approved by the Division, this will either be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt) . Other formats may be considered for use at the discretion of DHCFP on a case by case basis. The county must provide an electronic version of their claims for submission before the state will consider that it has received the official version of the claims for the cost settlement process. The county may provide a hard copy of their claims if it chooses.

- D. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the state approved cost allocation plan for the public agency.
- E. Each quarter's invoice shall be due on or before thirty (30) days following the last day of the quarter of service. The invoice will reflect both the total computable amount and the Federal Financial Participation (FFP) amount, and must be completely filled out, signed and dated by an appropriate official of the county attesting to its accuracy. Forms not filled out completely will be subject to return to the County and payment delayed or denied. All signatures must be originals;
- F. To include with the invoice, a certificate which: 1) is in the format provided by the Division, attesting to the Public Agency's use of local funds of not less than the current State Share of the amount invoiced for that period; and 2) certifies that the local funds are not from a Federal source of funds being used to match any other Federal Funds. The certification must be signed and dated by an authorized representative attesting to the use of the specific funds. All signatures must be originals;
- G. To pay back, per receipt of written notice from the Division of such obligation, any Title XIX funds received by the County in the event that a Federal audit or audit by a contractor of the Division results in a determination that such costs were not reimbursable under the Title XIX program;
- H. Washoe County is responsible to ensure that all financial records comply with the Code of Federal Regulations 200. In the event of an audit by the federal agency with oversight of the program, the county shall be responsible for any disallowances or errors discovered during that audit that result in a negative fiscal impact to the county or the state. Copies of audit reports shall be sent to the Division within sixty-(60) days of written request, attention Administrator, Division of Health Care Financing and Policy, 1100 East William Street, Suite 100, Carson City, Nevada, 89701.
- I. To pay the State's designated auditor the State's share of those costs associated with the annual reconciliation and cost settlement.

II. The Division agrees:

- A. To work with Washoe County and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of Title XIX funds for allowable costs and services provided by both parties; To make available to the county the federal share of the total computable funds for the Medicaid Administrative Services program. To perform regular reviews and annual cost settlements of the submitted claims by the county to ensure an overpayment or underpayment does not occur and that the settlement process is

accurate and timely. To provide to Washoe County necessary guidance related to the utilization of Title XIX funding for Medicaid administrative activities.

- B. To pay Washoe County, upon receipt of a claim, the federal share of those costs and services allowable under the Title XIX program. Currently for administrative claims the FFP is 50%.
- C. The Division shall use its best efforts to pay Washoe County for eligible services within (30 days) after receipt of an accurate invoice under this agreement. This assumes there are no discrepancies or errors contained in the invoice or documentation supporting the invoice.

III. Both Parties Agree:

- A. Washoe County shall comply with Public Law 98-50 (Single Audit Act of 1984) and Code of Federal Regulations 200. Copies of audit reports shall be sent to the contracting Division within 60 days of receipt of the audit report at 1100 East William Street, Suite 108, Carson City, Nevada 89701 to the attention of the Accounting/Budget Unit.

ATTACHMENT

B

Washoe County Social Services Budget Proposal

	SFY 2016	SFY 2017	SFY 2018	SFY 2019	Contract Total
Original contract	\$ 437,000.00	\$ 475,000.00	\$ 525,000.00	\$ 570,000.00	\$ 2,007,000.00
	\$ -	\$ -			
		*			
Total	\$ 437,000.00	\$ 475,000.00	\$ 525,000.00	\$ 570,000.00	\$ 2,007,000.00

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Care Financing and Policy (DHCFP)
1100 East William Street
Carson City, Nevada 89701
(775) 684-3636

And

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Welfare and Supportive Services (DWSS)
1470 College Parkway
Carson City, Nevada 89706
(775) 684-0650

And

WASHOE COUNTY
PO Box 11130
Reno, Nevada 89520
(775) 328-2769

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County (the County), and the Division of Welfare and Supportive Services (DWSS) hereinafter set forth are both necessary to the Division of Health Care Financing and Policy (DHCFP) and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective retroactively from July 1, 2015 to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by

either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. The County agrees to pay the DHCFP for the services set forth in paragraph (6) at a cost not to exceed \$0.00 (zero dollars and zero cents) each year for the contract term. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the County and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but

not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

/

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

WASHOE COUNTY

Marsha Berkbigler
Marsha Berkbigler Date

Commission Chair, Washoe County
Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

Steve H. Fisher Date

Administrator, DWSS
Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

Leah Lamborn Date

Chief Fiscal Officer, DHCFP
Title

Laurie Squartsoff Date

Administrator, DHCFP
Title

Richard Whitley Date

Interim Director, DHHS
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A

ATTACHMENT A
COUNTY MATCH
SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Department of Health and Human Services is the designated "single State agency" responsible for medical assistance provided in Nevada under authority of Title XIX of the Social Security Act. The Division of Welfare and Supportive Services (DWSS) and the Division of Health Care Financing and Policy (DHCFP) are responsible for implementing the State Plan under Title XIX, pursuant to Title 42, Chapter IV, Subchapter C of the Code of Federal Regulations, and Chapter 422 of Nevada Revised Statutes (NRS).

This Interlocal Agreement authorizes the Division of Welfare and Supportive Services and the Division of Health Care Financing and Policy to provide the administrative services necessary to implement the program of medical assistance to individuals who meet financial and medical eligibility criteria as defined below and the County to provide the non-federal share to DHCFP for medical, administrative and transactions costs incurred as a result of this medical assistance program.

B. THE DIVISION OF WELFARE AND SUPPORTIVE SERVICES (DWSS) AGREES:

1. To determine Medicaid eligibility based on criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures. The criteria DWSS uses to determine eligibility includes a percentage of the Supplemental Security Income Federal Benefit Rate (SSI/FBR) prescribed annually by the Director. Eligible Medicaid recipients covered by this contract meet institutional level of care criteria and are provided with either institutional or community-based waiver services.
2. To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which, it is specifically agreed has authority to issue a final decision;
3. To provide a copy of newly approved applications, either by paper or an electronic PDF document, or provide electronic access to the necessary eligibility information the County may need.
4. To provide the Division of Welfare and Supportive Services' hearing process to those individuals or their guardians/authorized representatives who disagree with the eligibility determination.

C. THE DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP) AGREES;

1. To process claims for medical services through the Medicaid fiscal agent;
2. To reimburse qualified providers for services covered in the Medicaid State Plan at the same rate as for all Medicaid patients;
3. To resolve provider inquiries and complaints regarding reimbursement;

4. To process patient liability for hospital and/or nursing home costs as determined by DWSS and to apply cost avoidance claims processing procedures when third party liability has been established;
5. To invoice the County retrospectively, on a monthly basis for the non federal share of Medicaid costs, based on actual expenditures as determined by the criteria established and set forth in the Division's Title XIX State Plan and related policies and procedures.
6. To send monthly itemized reports to the County that include the names of eligible county patients, dates of service, dates of payment, and total dollar amount of all payments made to Medicaid. The monthly reports will reflect all credits or debits as a result of claim adjustments by the fiscal agent and medical services credits including Medicaid Estate Recovery (MER) and Medicaid QIT Recoveries, which will be calculated and applied against the amount owed for the month.
7. To determine the amount owed by each county for the non-federal share of Medicaid costs, including medical claims payments, Medicare Part B premiums, Medicare Part D payments, and administrative costs. Administrative costs include, but are not limited to, the cost for staffing, processing claims, institutional audits, and mainframe computer use. Administrative costs will be re-determined each fiscal year based on negotiation with the fiscal agent and Division of Welfare and Supportive Services studies. The DHCFFP will notify the County of the administrative cost per case at the beginning of each fiscal year and provide the County with the methodology used to determine the Administrative costs;

To determine the amount of cash reserve to be paid in advance by the County for the non federal share of Medicaid costs. This reserve will be determined by projecting the monthly average expenditures based on the previous fiscal years actual expenditures. The cash reserve will be applied to the June actual expenditures. If a shortfall in the June expenditures exists, DHCFFP will bill the County to receive the additional funds prior to the end of the fiscal year. If a surplus exists, it will be applied to the following fiscal year, unless otherwise requested.

D. THE COUNTY AGREES:

1. To accept DWSS's criteria for Medicaid eligibility;
2. To allow eligibility disputes to be appealed through DWSS's hearing process by the applicant or authorized representative/guardian;
3. To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify DHCFFP to make adjusting entries;
4. To accept and abide by DHCFFP's determination of medically necessary services;
5. That eligible recipients, pursuant to this Agreement, will be entitled to receive the full range of medical services contained in the Nevada Medicaid Program State Plan;
6. No state appropriation is available to fund this program. From the time of billing, county funds must be paid within thirty (30) calendar days to be used as the non-federal share of costs;

7. Payments made by the County shall be derived from general county tax revenues or other general revenues of the County, per 42 C.F.R. 433.51 and in accordance with NRS Chapter 428.
8. To pay, up front a reserve balance to the DHCFP which will be determined by the DHCFP based on a monthly average of the previous state fiscal year. The County will pay an amount determined by DHCFP within thirty (30) working days of receipt of the notice.

E. ALL PARTIES AGREE:

1. It is specifically understood this Agreement is designed to expand Medicaid income eligibility criteria to include those individuals whose net countable income is specified above in B.1, including Medicaid receiving institutional and community-based (waiver) services. It is further specifically understood that the non-federal share of Medicaid expenditures for those qualifying individuals will be paid by the County;
2. It is specifically understood by all parties that Medicaid eligibility can only be determined to be effective no earlier than three (3) months before the month of application;
3. This Agreement will automatically terminate in the event federal funding is not available.
4. For those Counties with a population above 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The "Original Population" will be invoiced based on actual expenditures.
5. For all Counties with a population below 100,000, the billable amount for the "New Population" as determined by 2011 SB485 will be capped at the legislatively approved budget amount. The total billable amount for both populations will not exceed the eight (8) cent cap as established by NRS 428.285.

RESOLUTION

TO AUGMENT THE BUDGET OF THE WASHOE COUNTY UTILITIES ENTERPRISE
FUND 566

WHEREAS, Washoe County owns and operates the Golden Valley Artificial Recharge Program, which injects potable water resources into the local groundwater aquifer making this water available to approximately 620 domestic well owners within the Golden Valley basin of unincorporated Washoe County; and

WHEREAS, the Golden Valley Artificial Recharge Program was developed by and has been continuously operated by Washoe County under County Ordinance since 2002; and

WHEREAS, the Utilities Enterprise Fund's five-year Capital Improvement Program (CIP) approved by the Board of County Commissioners includes \$75,000 per year for the purchase of water resources necessary for the continued support of the Golden Valley Artificial Recharge Program; and

WHEREAS, the County's fiscal year 2016 budget agrees with the approved CIP, but only reflects the expected financial outlay for water resource purchases of \$75,000; and

WHEREAS, NRS 354.626 requires budget appropriations to be available for total project costs; and

WHEREAS, the necessary purchase amount of \$158,145.60 exceeds CIP estimates and budget appropriations in fiscal year 2016; and

WHEREAS, rate revenue cash currently exists and has been reserved for the purpose of funding the continued water resources purchases; and

WHEREAS, remaining rate revenue cash balances subsequent to completing the water resource purchases will be sufficient for future operating and maintenance needs; and

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the County of Washoe, State of Nevada:

Section 1. That the budget of the Washoe County Utilities Enterprise Fund 566 be augmented as follows:

15-1038

Utilities Enterprise Fund 566

Source of Funds

Net Assets	Un-appropriated Net Assets	\$85,000
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Increase in User Rate Funded Capital Budget

664300-781005	Intangibles Capital	\$85,000
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Section 2. This Resolution shall be effective on passage and approval.

Section 3. The County Clerk is hereby directed to distribute copies of the Resolution to the Comptroller's Office.

Adopted this 8th day of December, 2015.


Marsha Berkgigler, Chair
Washoe County Commission

ATTEST:


Nancy Parent, Washoe County Clerk

**AGREEMENT TO PROVIDE WATER SERVICE
UNDER THE FIRM STANDBY PARTIAL REQUIREMENTS RATE SCHEDULE FOR THE
GOLDEN VALLEY ARTIFICIAL RECHARGE PROGRAM**

This Agreement To Provide Water Service Under The Firm Standby Partial Requirements Rate Schedule For The Golden Valley Artificial Recharge Program ("Agreement") is made by and between the Truckee Meadows Water Authority, a Joint Powers Authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada and Sparks, Nevada and Washoe County, Nevada, pursuant to N.R.S. Chapter 277 ("TMWA") and Washoe County ("County") , a political subdivision of the State of Nevada, and is dated for identification purposes as of _____, 2015.

WITNESSETH:

WHEREAS, County and TMWA are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into cooperative agreements with each other for the performance of governmental functions.

WHEREAS, in response to declining water levels in Golden Valley, a sub-basin to the East Lemmon Valley hydrographic basin, residents in Golden Valley requested that the County implement a groundwater injection program to stabilize the declining groundwater levels by injecting Truckee River treated surface water into the Golden Valley aquifer. The aquifer is relied upon by local residents as their primary source of water for domestic wells.

WHEREAS, in 2002 the County adopted by ordinance the Golden Valley Recharge Program ("Golden Valley Recharge Program"), which program is funded through collections from parcels in the program area under Washoe County Ordinance 1548. The County owns and operates four injection wells, monitoring wells, valves, mains and related facilities which the County operates in conjunction with the Golden Valley Recharge Program and which are more particularly depicted in Exhibit "A" attached hereto ("GV Facilities").

WHEREAS, on or about January 29, 2010, the County and TMWA entered into that certain Interlocal Agreement Governing the Merger of the Washoe County Department of Water Resources Water Utility Into the Truckee Meadows Water TMWA ("Merger Agreement") pursuant to which the parties agreed to merge the Washoe County water utility into TMWA. On December 31, 2014, TMWA acquired the water distribution systems of the County in connection with the Merger Agreement.

15-1038

WHEREAS, the GV Facilities were not included as part of the Merger Agreement transaction and the County continues to administer the Golden Valley Recharge Program.

WHEREAS, the County desires TMWA to provide treated water resources to the County for use in the Golden Valley Recharge Program under TMWA's the Firm Standby Partial Requirements Rate Schedule ("FSPR"), subject to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, TMWA and County agree as follows:

ARTICLE I

AGREEMENT TO SUPPLY WATER

TMWA shall sell and deliver to County and the County shall purchase and receive from TMWA at a point of connection between TMWA's distribution facilities in Golden Valley and the GV Facilities, water under TWMA's FSPR up to, but not to exceed, the Contract Demand to be used by the County to recharge groundwater supplies within Golden Valley in furtherance of the Golden Valley Recharge Program. TMWA shall be obligated to deliver water to County hereunder only in accordance with the provisions of this Agreement. Pursuant to TMWA's Construction Standards, County shall, at its sole expense, construct and install backflow prevention facilities at the point of connection between the Parties' water systems, if required. It is understood and agreed by the Parties that TMWA reserves the right to impose flow control measures at the point of connection to the GV Facilities at any time in order to protect the integrity of TMWA's system. TMWA may establish equipment control facilities to regulate or limit flows into the Golden Valley system as required. The cost of such equipment control facilities shall be paid by County.

ARTICLE II

TERM

This Agreement will become effective when all parties have signed it. The date of this agreement will be the date this Agreement is signed by the last party to sign it, as indicated by the date associated with the party's signature ("Effective Date"). This Agreement shall remain in effect for a period of ten (10) years, commencing on the Effective Date and terminating on the date which is ten (10) years thereafter. The term shall automatically extend for successive five-year periods, subject to the rates, rules and regulations of TMWA, and any modification by the Parties. Prior to the end of the then applicable term, either Party may terminate the Agreement

by giving the other Party at least six months' notice, in writing, and delivered certified mail. Notice of the termination of this Agreement shall be deemed effective from the date such notice is delivered.

ARTICLE III

POINT OF CONNECTION

The County and TMWA agree that the point of connection between TMWA's distribution facilities in Golden Valley and the GV Facilities ("Point of Connection") shall be at approximately the intersection of East Golden Valley Road and Beckwourth Drive in Reno, Nevada as shown in Exhibit A.

ARTICLE IV

CONTRACT DEMAND

TMWA agrees to deliver and sell to County the quantities of treated water at rates not to exceed 50 gallons per minute maximum day demand, or 71.414 thousand gallons per day ("Contract Demand") but not to exceed a total of 80 acre feet of water per year ("Total Annual Volume"). County represents that the Total Annual Volume is sufficient to meet the demands required to administer the Golden Valley Recharge Program as of the Effective Date. If County desires to increase the rate of flow of its Contract Demand, such increase shall be deemed a Modified Service under TMWA's Rules and Regulations and shall be subject to the provisions of TMWA's Rules and Rates applicable to Modified Service, including water resource dedication requirements and other applicable rules regarding charges or allocation of charges for any additional facilities necessary to serve additional daily capacity.

ARTICLE V

WATER RESOURCES

County shall provide to TMWA or purchase from TMWA sufficient water rights to meet the Total Annual Volume. TMWA will issue the County a will serve commitment equal to the amount of water rights dedicated for the Golden Valley Recharge Program. TMWA shall have no obligation to deliver more water than the will-serve commitment. Upon termination of the Golden Valley Recharge Program or termination of this Agreement pursuant to Article II, TMWA will (i) convey to County any water rights previously dedicated by County to TMWA and (ii) pursuant to TMWA Rule 7, issue a resource credit to County for the amount of water resources the County may have purchased from TMWA. The resource credit will be held by

TMWA for the benefit of the County and shall be assignable by the County in accordance with TMWA Rules.

ARTICLE VI

DELIVERY AND QUALITY OF WATER

TMWA agrees to deliver and sell, and County agrees to purchase, up to the Contract Demand but not to exceed the Total Annual Volume. The quality of water supplied by TMWA shall meet all applicable County, State and Federal laws and regulations.

ARTICLE VII

RATES

TMWA agrees to sell and County agrees to purchase water service at the price contained in TMWA's Firm Standby & Partial Requirements rate schedule (Rate Schedule FSPR) as said rate may be amended and adopted by the TMWA Board from time to time.

ARTICLE VIII

FACILITIES

8.1 Facilities For Delivery of Water Service. The Parties agree that the service of the Contract Demand provided under this Agreement shall not require TMWA to expand system capacity. TMWA shall own and be responsible for the operation and maintenance of TMWA facilities up to the discharge side of the Point of Connection meter, including the vault.

8.2 Recharge Distribution System. County shall at all times be solely responsible for maintenance, repair and operation of its GV Facilities downstream of the Point of Connection, including, but not limited to, storage, treatment, well upgrades or rehabilitation, minimum pressure requirements, leak repairs, and protection of water quality. Each Party shall exercise reasonable care and diligence to protect the integrity of its water system and neither Party shall commit any act that jeopardizes water service.

ARTICLE IX

CURTAILMENT, INTERRUPTION AND EMERGENCIES

This Agreement does not obligate TMWA to provide water service to County in excess of the quantities and rates of delivery stated above. TMWA reserves the right to reduce, curtail or suspend deliveries under the terms of this Agreement if an emergency arises on TMWA's treatment and delivery system that impedes or prevents TMWA from providing service to County or to otherwise reduce, curtail or suspend delivery of water under this Agreement in

accordance with TMWA Rules and the FSPR rate tariff. TMWA shall not be liable in damages to County or any third parties caused by any curtailment or interruptions of delivery. Whenever curtailment or interruption of water delivered is required TMWA shall issue a curtailment notice to County as soon as practicable. Such notification by TMWA shall specify the nature of the emergency, when it began, the anticipated impact on water deliveries to County, and an estimate of the duration of the emergency. TMWA shall resume full deliveries of water under the terms of this Agreement as quickly as possible after the emergency has been resolved. TMWA shall notify County at the time in which restoration of service is made. TMWA intends that service to County shall not be reduced to any greater or lesser extent than service to other customers of TMWA.

ARTICLE X

INDEMNITY

County and TMWA shall mutually indemnify, hold harmless and defend each other from and against any and all claims or liability for loss or damage to any persons or property which arise from the negligence or willful misconduct of either party or their respective officers, agents and employees in the performance of this Agreement. County shall not assert any claim against TMWA for loss or damage, which may result from the inadequacy of non-availability of water as to pressure, quantity, and quality or from leaks or other defects in TMWA's system unless such leaks or defects are a result of the acts or omissions of TMWA or its officers or employees.

ARTICLE XI

FORCE MAJEURE

In the event that either Party hereto shall be rendered unable, wholly, or in part, by force majeure to carry out its obligations under this Agreement it is agreed that on such Party's giving notice and full particulars of such force majeure in writing or by facsimile to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice so far as they are affected by such force majeure, other than to make payments due hereunder, shall be suspended during the continuance of any inability so caused. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes or other industrial disturbances, acts of terrorism or the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and peoples,

court orders, civil disturbances, explosions, breakdown of machinery or equipment and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming suspension and which by the exercises of due diligence such Party is unable to prevent or overcome, including any limitations or prohibitions on water supply resulting from environmental control laws or other laws or governmental regulations; such terms likewise includes: (a) in those instances where either Party herein is required to obtain servitude, rights-of-way grants, permits or licenses, and (b) in those instances where either Party hereto is required to furnish materials and supplies for the purpose of construction or maintaining facilities or is required to secure permits or permission from any governmental agency to enable such Party to fulfill its obligations hereunder, the inability of such Party in acquiring, and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

It is understood and agreed that the settlement of strikes shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch, shall not require the settlement of strikes by acceding to the demands of the opposing Party or Parties when such course is inadvisable in the discretion of the Party having the difficulty.

ARTICLE XII

NOTICES

All notices and communications, except those specified in the paragraph below, shall be in writing and sent prepaid mail to the address stated below, at such other addresses as may hereafter be designated in writing:

TMWA: General Manager, Truckee Meadows Water Authority
P.O. Box 30013
Reno, Nevada 89520
FAX (775) 834-8150

County: Director, Washoe County Community Services Dept.
1001 E. 9th St.
Reno, Nevada 89512
FAX (775) 328-3699

Notices with respect to curtailment or restoration of water service, or with respect to force majeure, shall be sufficient if given in writing, or by facsimile or orally in person or by telephone to the person or persons designated from time to time as authorized to receive such notice. Notices given orally shall be followed up in writing within five (5) days.

ARTICLE XIII
MISCELLANEOUS

13.1 Governing Law, Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. This Agreement is subject to all applicable laws and authorities, including the following: TMWA's Construction Standards, the Firm Standby Partial Requirements Rate Schedule, TMWA Rule 7, Artificial Recharge permit No. r-009, and Washoe County Ordinance No. 1548. Venue for any legal action arising out of this Agreement shall be in Washoe County, Nevada.

13.2 Entirety and Amendments. This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements and understandings, if any, relating to the subject of this Agreement, and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a Party, nor may any such oral statements or representations be relied on by a Party.

13.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13.4 Parties Bound and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns.

13.5 Further Acts. In addition to the acts recited in this Agreement to be performed, the Parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.

13.6 Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

13.7 Attorney's Fees. In the event that any action is necessary to enforce the rights of any Party hereto, the prevailing Party in any such action shall be entitled to reasonable costs and attorney's fees.

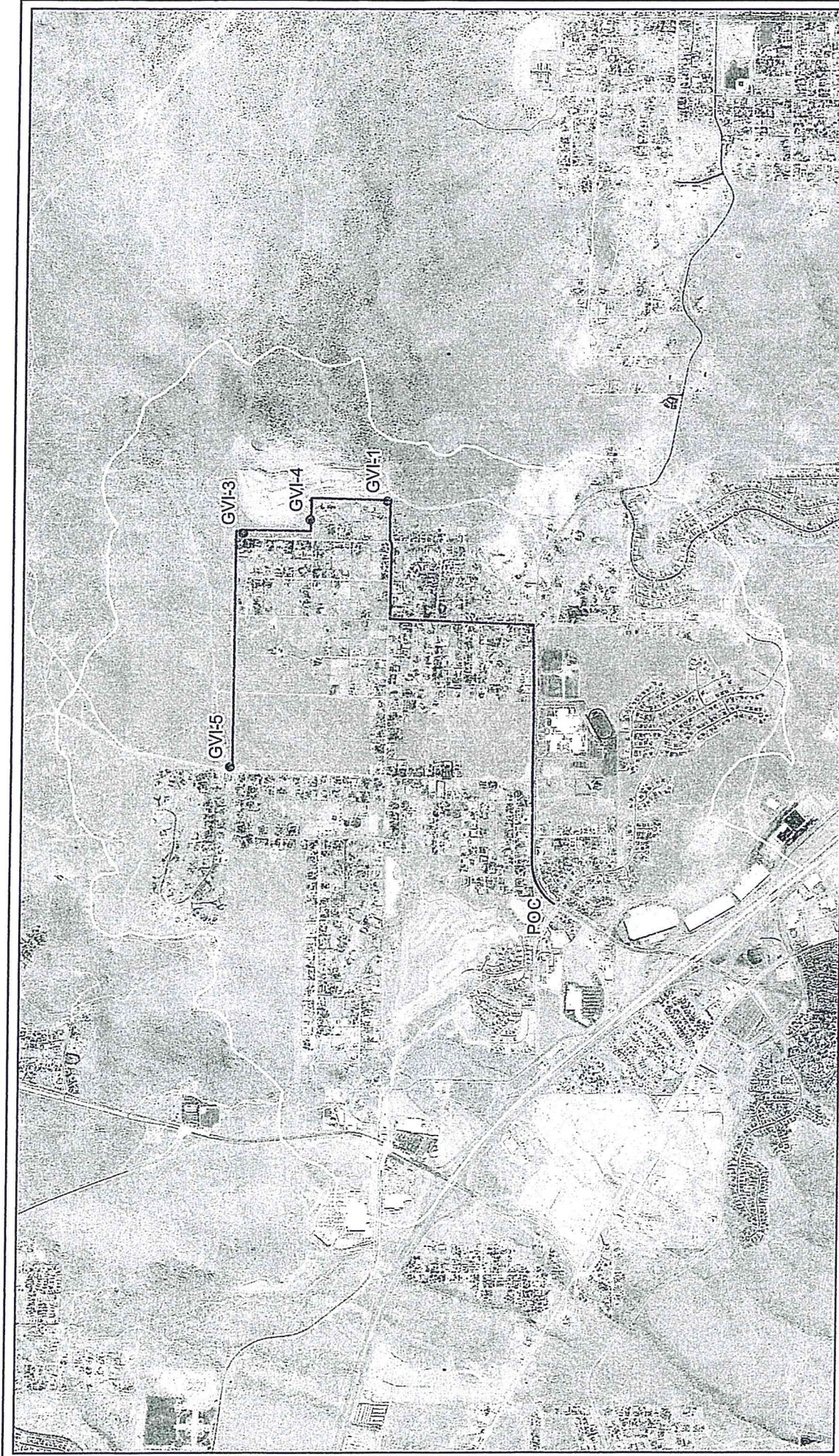
13.8 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

13.9 Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated stated directly underneath that party's signature.

<p>"County"</p> <p>WASHOE COUNTY</p> <p>By: <u>Marsha Berkbigler</u> Marsha Berkbigler, Chair Washoe County Commission</p> <p>Date: <u>December 8, 2015</u></p> <p>ATTEST:</p> <p>By: <u>Nancy L. Parent</u> Nancy Parent, Washoe County Clerk</p> <p>Date: <u>December 8, 2015</u></p>	<p>"TMWA"</p> <p>TRUCKEE MEADOWS WATER TMWA, a Joint Powers TMWA</p> <p>By: _____ Mark Foree, General Manager</p> <p>Date: _____</p>
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Exhibit "A"
GV Facilities and Point of Connection



- Recharge Well
- Recharge Water Line
- Hydrobasin Boundary

GOLDEN VALLEY RECHARGE PROJECT

EXHIBIT A: INJECTION SYSTEM

